

TFC Contract No. 20-008-000  
EMR Elevator, Inc.  
RFP No. 303-9-00842



**SERVICES CONTRACT  
FOR  
ELEVATOR MAINTENANCE SERVICES  
  
BETWEEN  
  
THE TEXAS FACILITIES COMMISSION  
  
AND  
  
EMR ELEVATOR, INC.  
  
TFC CONTRACT NO. 20-008-000**

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The Texas Facilities Commission (hereinafter referred to as "TFC"), a state agency located at 1711 San Jacinto Blvd., Austin, Texas 78701 and EMR Elevator, Inc. (hereinafter referred to as "Contractor"), located at 2320 Michigan Court, Arlington, Texas 76016 enter into the following contract for elevator maintenance services (hereinafter referred to as the "Contract") pursuant to Tex. Gov't Code Ann. Ch. 2165 (West 2016).

**I. STATEMENT OF WORK.**

1.1. **SERVICE REQUIREMENTS.** The purpose of this Contract is to place into operation a continuing system of full preventative and routine maintenance, providing necessary systematic and periodic service and maintenance for specified elevator equipment for the buildings listed in Exhibit A – Building List and Compensation and Fees, attached hereto and incorporated herein for all purposes.

1.2. **SCOPE OF WORK.** (a) Contractor shall maintain all elevators under this Contract in optimal operating condition. Contractor shall furnish all material, parts, labor, necessary tools, lubricants and equipment to comply with all requirements of this Contract, as well as the latest revisions of the American National Standards Institute/American Society of Mechanical Engineers (hereinafter referred to as "ANSI/ASME") 17.1 Safety Code for Elevators and Escalators, International Mechanical Code, National Electrical Code, Occupational Safety and Health Administration (hereinafter referred to as "OSHA") requirements, the Americans with Disabilities Act Accessibility Guidelines, as well the manufacturer's standard recommended service and repair. Contractor shall be responsible for all costs associated with such services as further described in Exhibit A – Building List and Compensation and Fees. All service records, maintenance records or other records that result from work performed under this Contract become property of TFC, and shall be stored at each building. Most services are to be performed during regular business hours which are considered to be between 7:00a.m. and 6:00p.m., Monday through Friday, excluding holidays in which all State agencies are closed as listed on Exhibit B – State Holiday Schedule FY 2020 - 2021 attached hereto and incorporated herein by reference for all purposes. However, there will be occasional operations requiring work in the buildings after normal business hours. Contractor is expected to maintain an "on call" contact for emergency responses twenty four (24) hours per day, seven (7) days per week, three hundred sixty five (365) days per year. All repairs must be completed and elevator equipment returned to service within the timeframe agreed upon by the Contract Administrator, as defined in Section 1.16 below, and Contractor, unless the Contractor has received prior written approval from Contract Administrator for additional time.

(b) In accordance with the approved PM Checklist, as defined in Section 1.06 of this Contract, Contractor shall as specified in Exhibit A – Building List and Compensation

and Fees of this Contract, systematically examine, adjust, lubricate as required and if necessary, repair or replace the following elevator equipment: machine, worm gear, gear, thrust bearings, drive sheaves, drive sheave shaft bearings, brake pulleys, brake coils, brake contacts, linings and component parts, motor and motor generators, motor windings, rotating elements, commutators, brushes, brush holders and bearings, controllers, selector and dispatching equipment relays, solid state components, resistors, condensers, transformers, contacts, leads, dashpots, timing devices, computer devices, solid state PC boards, selector cables or tape and mechanical and electrical driving equipment, governors, governor sheaves and shaft assemblies, bearings, contacts and governor jaws, deflector or secondary sheaves, bearings, car and counterweight buffers, car and counterweight guide rails, top and bottom limit switches, governor tension sheave assemblies, compensating sheave assemblies, counterweight and counterweight guide shoes including rollers or gibbs, hoist way door interlocks, hoist way door hangers, operators (including door operators), car door hangers, car door contacts, door light ray devices, load weighting equipment, car frames, car safety mechanisms, platforms, wood platform flooring, car door sills, emergency phones, cab light fixtures and bulbs, cab emergency light fixtures, cab fans and fan motors, elevator car guide shoes, gibbs and rollers, plunger packings, exposed piping, hydraulic fluid tanks, hydraulic fluid oil as needed in plunger electric elevator equipment, and any other elevator equipment not specifically excluded.

(c) In addition to the above, Contractor shall, except when specified otherwise in Exhibit A – Building List and Compensation and Fees of this Contract, complete the following services:

- (i) clean machine rooms, car tops and pits;
- (ii) ride each elevator;
- (iii) check and replace all burned out indicator lights, car top lights, and elevator pit lights;
- (iv) check for proper leveling;
- (v) check the operation of each elevator phone and verify proper recordings with dispatch;
- (vi) note any unusual elevator operation in the Service Log Book, as defined in Section 1.06 below and immediately notify the Contract Administrator per Section 1.16;
- (vii) complete and sign the PM Checklist, as defined in Section 1.06 below, and the Service Log Book, as defined in Section 1.06 below; and
- (viii) no later than 4:30 p.m. on the last State business day of each week, provide a written report to the Contract Administrator, which all units that are then out of operation, along with the status of repairs and expected time and date for returning the unit to operation.

(d) Contractor shall provide the following additional services list below.

(i) As necessary, Contractor shall examine all safety devices, governors, and timely conduct or have conducted, all annual, no-load, and full-load test and certifications in accordance with the ANSI/ASME 17.1, latest edition as amended, and/or the Texas Department of Licensing and Regulation (hereinafter referred to as "TDLR"). Any fee imposed by TDLR as a result of a failure to perform any inspection no later than the first anniversary date following the prior inspection of the same unit will be paid by Contractor. Any other tests deemed advisable by TFC shall be performed to ascertain that all elevators covered by this Contract are maintained in a satisfactory and safe operating condition and be kept capable of providing their initial maximum capacity, speed, and performance. Contractor shall furnish a copy of all test reports to the Contract Administrator, within seven (7) days of completion of each test. Some testing may need to be conducted after hours at no additional charge. Contractor shall complete all repairs and correct all safety violations noted during each test within thirty (30) days following the date on which the test was performed, unless Contractor receives written permission from the Contract Administrator that provides otherwise.

(ii) Contractor shall replace all wire ropes, as necessary, to maintain an adequate factor of safety as per ANSI/ASME 17.1, latest edition as amended. Equalize the tension on all hoisting ropes, replace conductor cables, hoistway, and machine room elevator wiring, as necessary.

(iii) Contractor shall maintain the rated speed in feet per minute and performance time, including acceleration and retardation, as designed and installed by the manufacturer of the equipment, and make the necessary adjustments to maintain the door opening and closing time within limits of applicable codes.

(iv) Annually, Contractor shall assist TFC Fire Controls and their Contractor to perform fire recall tests as part of this Contract on each elevator. Scheduling will be set by Contract Administrator and TFC Fire Controls. Fire recall tests must be performed after hours or on weekends.

(e) Preventative maintenance and cleaning of hydraulic elevators, including but not limited to, cartops, pits, selector tape, door linkage arms, door operator equipment, elevator machine room, etc., and certain other elevator equipment shall be performed monthly.

(f) An annual safety test shall be performed on all hydraulic elevators under this Contract in accordance with the ANSI/ASME 17.1, latest edition as amended, and a copy of the report shall be furnished to TFC within seven (7) days of completion. If an oil leak develops in the buried piping or jack cylinder, Contractor shall perform all necessary tests to determine the location of the leak and advise TFC in writing.

(g) All annual and full-load test inspection and certification as required by the TDLR shall be performed as a part of this Contract. Fees imposed by TDLR to perform such inspections shall be paid by TFC; however, any fee imposed by TDLR as a result of a failure to perform any inspection no later than the first anniversary date following the prior inspection of the same unit will be paid by Contractor.



(h) All work performed under this Contract is subject to inspection by TFC or a specialist designated by TFC at any time to ensure compliance with all terms and conditions of this Contract. This Contract calls for a joint inspection of all equipment two (2) times a year by The Contract Administrator, and the representative of Contractor. A record of necessary corrections identified during either TFC's inspection or during a joint inspection, shall be made by the Contractor and all such corrections shall be completed within sixty (60) days of the inspection. Subject to Section 3.02, payment may be withheld by TFC after the sixty (60) day period on any elevator for which corrections have not been made. Inspections are to be made at the discretion of the Contract Administrator.

1.3. **STEEL PARTS CABINETS AND WIRING DIAGRAMS.** Contractor shall maintain existing metal safety storage cabinets for the orderly storage of replacement parts in the machine room, including, but not limited to, contacts, coils, leads and generator brushes, lights, lubricants, wiping cloths, and other minor parts, and original wiring diagrams, where applicable, with the latest changes for each elevator, in order to adequately respond to Service Calls, as defined in Section 1.07 below, or Callback service, as defined in Section 1.09 below. Contractor shall furnish wiring diagrams, when revised, to be displayed in the machine room(s) for easy reference, which will become part of the elevator equipment. All drawings, diagrams and amendments thereto, shall remain the property of TFC.

1.4. **JOB MATERIAL INVENTORY.** Contractor shall maintain a supply of contacts, coils, leads and generator brushes, lights, lubricants, wiping cloths, and other minor parts in each elevator machine room for the performance of routine and preventative maintenance and shall furnish a copy of all applicable material safety data sheets to TFC. The Contract Administrator may require Contractor stock a specific tool or part. The costs of these parts shall be the responsibility of Contractor.

1.5. **SPARE PARTS INVENTORY.** Contractor shall maintain a supply of replacement parts in local warehouse inventory. This inventory shall include but shall not be limited to: generator rotating elements, door operator motors, brake magnets, generator and motor brushes, controller switch contacts, selector switch contacts, solid state components, selector tape or cables, door hangers, rollers, hoist way limit switches, and other similar parts. Any parts not warehoused in Austin, Texas must be available for shipment to arrive in Austin, Texas within twenty-four (24) hours of failure of the part. Contractor may be required to submit to TFC an inventory of parts warehoused locally and in other cities prior to award of this Contract and at any time during the duration of this Contract. TFC or its designated representative may visit warehouse locations during normal working hours to verify the inventory submitted. Replacement parts shall be Original Equipment Manufacturer (OEM) or equivalent and shall meet OEM specifications.

1.6. **PREVENTATIVE MAINTENANCE PROGRAM.** Contractor shall establish and execute a preventative maintenance schedule and program ("PM Program"). Contractor shall submit a copy of the proposed PM Program to the Contract Administrator for TFC approval. This PM Program shall include a preventative maintenance checklist (hereinafter referred to as "PM Checklist"), as described in this Section, for each elevator at each location; and, a bound service log book (hereinafter referred to as "Service Log Book"), as defined in this Section below, for each machine room. The PM Checklist and Service Log Book shall be permanently maintained

in each machine room and shall become the property of TFC. Once approved by the Contract Administrator, the PM Program, all PM Checklists, and all Log Books shall be incorporated by reference as part of this Contract.

(a) The PM Checklist shall contain the following information: name of building, elevator type(s), elevator number, elevator serial number, specific items of maintenance, frequency for each maintenance item, date maintenance performed, and initials of the Service Mechanic, as described in Sections 1.11 and 4.01 below.

(b) The Service Log Book shall contain the following information: name of the building, elevator type(s), serial number of each elevator served by that machine room, and space for the mechanic to record each visit to the machine room. An entry is required for each visit to the machine room which shall include the following: name and signature of the Service Mechanic further defined in Section 1.11, the date, the time and the duration of the visit, the preventative maintenance performed (mechanic may reference portion of the PM Checklist performed), any specific information regarding malfunctions encountered including corrective action taken and parts replaced, general comments regarding the condition of the equipment and machine room, and items which may require special attention on future visits and should reflect statements on Service Tickets. The Contract Administrator may also make entries in the Service Log Book.

(c) Contractor shall furnish TFC with a written Preventative Maintenance Ticket for every visit, no later than 5:00 p.m. on the day following the visit. A consolidated Preventative Maintenance Report is to be furnished electronically to TFC on the first Friday of each month, no later than the close of business, documenting all Preventative Maintenance for the previous month to the Contract Administrator. Subject to Section 3.02 of this Contract, TFC may withhold payment from Contractor if scheduled preventative maintenance is not performed on any unit and/or reports are not submitted as specified.

1.7. **SERVICE CALL.** For the purpose of evaluating performance under this Contract, a "Service Call" is defined as any malfunction of an elevator caused by failure of any part or component to function fully in accordance with manufacturer's specifications. Contractor shall respond to Service Calls on-site within thirty (30) minutes or less during normal working hours, if deemed necessary by the Contract Administrator, and no more than forty-five (45) minutes outside of normal working hours. Contractor shall maintain a complete, orderly written report of all repairs. These "Service Call Reports" shall indicate the time, day, name of Service Mechanic defined below, deficiency reported, and corrective measures taken to eliminate all deficiencies. For all Service Calls outside of regular business hours (i.e. outside of the hours between 7:00a.m. and 6:00 p.m.), the Service Mechanic working the Service Call shall notify TFC, via TFC's 24/7 operations line, of the Service Mechanic's arrival at the site, and again at the time of the Service Mechanic's departure from the site. When the Service Mechanic notifies TFC of his departure from the site, he shall also provide a brief oral summary to the TFC operations staff on the 24/7 line of the deficiency identified during the Service Call and steps taken to address the deficiency. Contractor shall furnish TFC with a written Service Call Report for every Service Call, both those inside and outside of regular business hours, no later than 5:00 p.m. on the day following the Service Call. A consolidated Service Call Report is to be furnished electronically to

TFC on the first Friday of each month, no later than the close of business, documenting all Service Calls for the previous month.

1.8. **MAINTENANCE AND DELIVERY RELEASES.** (a) TFC may, from time to time, request Contractor through a Service Call to complete additional services. Such requests for services shall be documented through a separate document (hereinafter referred to as a "Delivery Release). Such Delivery Releases shall be subject to the terms and conditions set forth in this Contract and shall include a description of the scope of services, schedule and term, and compensation specific to the Delivery Release which shall be negotiated at the time of such Delivery Release. Any work completed by Contractor without a Delivery Release will not be paid for by TFC.

(b) Contractor understands and agrees that no guaranteed minimum number of Delivery Releases will arise from this Contract.

(c) Upon receipt of a Delivery Release, Contractor shall respond to the TFC Contract Administrator on-site within twenty-four (24) hours. Contractor shall perform all work under a Delivery Release within the timeframe agreed upon; if Contractor cannot perform the work within timeframe stated, Contractor may be subject to liquidated damages up to twenty percent (20%) of total cost of the Delivery Release.

(d) Contractor shall check in and out with the TFC Contract Administrator to ensure that the Contract Administrator or his/her designated representative logs the commencement and completion times for the "Service Ticket" for the services performed under a Delivery Release. Contractor shall provide the following information on the Service Ticket:

- (i) building name;
- (ii) floor number;
- (iii) TFC work order number;
- (iv) number of hours worked; and,
- (v) narrative description of the completed services.

1.9. **CALLBACK.** (a) For the purpose of evaluating performance under this Contract, a "Callback" is defined as a service call that requires the Service Mechanic, as defined in Section 1.11 of this Contract, to return to perform a previously performed service due to the Service Mechanic's inability, negligence or lack of knowledge to correct a deficiency. Contractor shall respond to a Callback during normal working hours, as defined in Section 2.02 of this Contract, and also during any overtime hours. All calls shall be answered on-site in thirty (30) minutes or less during regular working hours and not more than forty-five (45) minutes outside of regular working hours. If a call is not answered in the specified time, TFC may engage a third party to answer the call and charge the cost of the repairs to Contractor.

(b) Contractor is to perform Callback Service at no additional cost to TFC, regardless of whether the work is performed during normal working hours or overtime hours. Contractor shall maintain a complete, orderly written report of all Callbacks. These "Callback Reports" shall indicate the time, day, name of Service Mechanic, deficiency reported, and corrective measures taken to eliminate all deficiencies. A Callback Report is to be furnished to TFC as soon as the service is provided. A consolidated Callback Report is to be furnished electronically to TFC on the first Friday of each month, no later than the close of business, documenting all Callbacks for the previous month.

1.10. **CONTRACTOR SUPERVISION.** Contractor shall designate a supervisor who shall visit all selected job sites at least monthly as requested by the Contract Administrator. At each visit, Contractor's supervisor shall ride each car and inspect each elevator machine room at the job site visited. The visit shall be documented in the Log Book and shall require all applicable entries as required for visits by the Service Mechanic, defined below. Contractor's supervisor shall contact the TFC prior to each visit.

1.11. **SERVICE MECHANIC.** (a) "Service Mechanic" shall mean individuals with qualifications as set forth in Section 4.01 of this Contract, to support elevators in separate locations as follows:

(i) a minimum of two (2) Service Mechanics exclusively for Capital Complex elevators, and,

(ii) a minimum of two (2) Service Mechanic exclusively for the North Austin Complex elevators.

(iii) Texas School for the Deaf, Texas School for the Blind and Visually Impaired and TCEQ Park 35 Complex elevators do not require dedicated Service Mechanics.

(b) Upon entering and leaving a job site each day, the Service Mechanics shall report to the Contract Administrator or TFC at 512-463-3600. When an elevator is taken out of service, when that elevator is returned to service, and after each Service Call and/or Callback, the Service Mechanic shall notify the Contract Administrator.

(c) The Service Mechanic's work shall include, but not be limited to preventative maintenance, minor adjustments, answering trouble calls, minor repairs, and retrieval of objects which have fallen into elevator pits.

1.12. **ELEVATORS OUT OF SERVICE.** Any time an elevator is taken out of service by the Contractor, a printed (8 1/2" x 11") OUT OF SERVICE sign shall be placed on each elevator hall door.

1.13. **MAJOR REPAIRS.** "Major Repairs" shall be defined as all hoist cable shortening or replacements, annual and five-year safety tests, and all other repairs that exceed four (4) man hours. Major Repairs shall be performed by a service crew. All Major Repairs shall be

completed, and an elevator returned to service within seventy two (72) hours of the time the elevator fails or is taken out of service, unless Contractor has received prior written approval for additional time. To receive a time extension, Contractor shall submit a request to the Contract Administrator in writing, for approval. The Contract Administrator may request any additional information deemed necessary to make a decision regarding the requested time extension.

**Contractor shall man all Major Repair jobs twenty-four (24) hours per day, seven (7) days per week until the elevator is returned to service, as deemed necessary by the Contract Administrator.**

1.14. **ELEVATORS UNDER CONSTRUCTION.** Elevators which are currently under construction may be included in the Contract with the anticipated date of addition to the Contract, as set forth in Exhibit A – Building List and Compensation and Fees. TFC will notify Contractor thirty (30) days prior to the date each elevator is to be added to the Contract. All other terms and conditions of this Contract will apply. Elevators may also be deleted from this Contract. For example, when major remodeling is conducted the elevators would become the responsibility of the remodeling general contractor. Plans and specifications for new or renovated elevators will be made available.

1.15. **EXCLUSIONS.** The following item list enumerates the only items that are excluded from Contractor's responsibility under this Contract: car enclosures, floor coverings, door panels, plenum chambers, hung ceilings, light diffusers, handrails, mirrors, carpets, hoistway enclosures, hoistway gates, doors, frames, sills, underground piping, and jack casing. Work performed that is not associated with maintenance requirements, but is the result of abuse, physical damage, or other similar action, is excluded from this Contract. The elevator will be placed out of service until the Contract Administrator inspects the damages and authorizes the work to be completed. The burden of proof that an item is excluded, or cause of elevator malfunction was due to the any of the above situations shall be on Contractor. All charges for repair services not covered by the Contract shall be restricted to labor and material only. The hourly rate quoted in Exhibit A – Building List and Compensation and Fees may be charged. If overtime is required, no more than rates quoted in Exhibit A – Building List and Compensation and Fees may be charged. There shall be no additional labor charge for any Service Mechanic already provided for by this Contract.

1.16. **CONTRACTADMINISTRATOR.** (a) TFC shall designate a "Contract Administrator" for this Contract who will serve as the point of contact between TFC and Contractor. The instructions of the Contract Administrator and/or the Contract Administrator's designated representative (hereinafter collectively the "Contract Administrator") are to be strictly and promptly followed by Contractor at all times. The Contract Administrator is to have free access to Contractor's supplies, equipment, and work product at all times for inspection and audit. Contractor is to afford the Contract Administrator all necessary assistance during those inspections and/or audits. The Contract Administrator will decide any and all questions that may arise as to the quality and acceptability of work performed, and as to the manner of performance and rate of progress of the work. The Contract Administrator will determine the amount of work performed and materials furnished which are to be paid under this Contract. Failure of the Contract Administrator during the progress of the Contract, to: (i.) discover or reject unacceptable work; (ii.) discover work not in accordance with the Contract; or, (iii.) failure to

exercise any remedies in connection therewith, shall not be deemed an acceptance thereof, nor a waiver, of TFC's right to full performance of the Contract.

(b) Contractor agrees to conduct all of its services under this Contract by and through appropriate communications with the Contract Administrator. No work, installation or other services shall be undertaken by Contractor except with the prior written direction of the Contract Administrator. Contractor understands and agrees that work, installation or any other service performed without the prior written direction of the Contract Administrator is work outside the scope of this Contract and shall be performed exclusively at Contractor's risk and own expense.

1.17. **CONTRACTOR ACCESS.** Access routes, entrance gates or doors, parking and storage areas, and other necessary Contractor access, along with any imposed time limitations shall be designated by the Contract Administrator. Contractor shall conduct operations in strict observation of the access routes and other areas established. Under no circumstances shall any of Contractor's personnel, vehicles, or equipment enter or move upon any area not authorized by the Contract Administrator for access by Contractor.

1.18. **EXISTING UTILITIES AND STRUCTURES.** Contractor shall adequately protect the work, TFC's property, adjacent property and the public. In the event of damage to facilities as a result of Contractor's operations, Contractor shall take immediate steps to notify the Contract Administrator and subsequently repair or restore all services to the satisfactory approval of the Contract Administrator. Further, Contractor shall engage any additional outside services which may be necessary to facilitate repairs until services are restored. All costs involved in making repairs and restoring disrupted services shall be at the expense of Contractor, and Contractor shall be fully responsible for any and all claims resulting from the damage. The Contract Administrator may elect to perform such repairs and deduct the cost of such repairs, replacements, and outside services from amounts due to Contractor. Upon the approval of the Contract Administrator, Contractor shall have the right to utilize air, water, gas, steam, electricity, and similar items of expense from existing outlets on TFC's property.

1.19. **STORAGE/WASTE REMOVAL.** Contractor will be allowed to store materials and equipment in performance of this Contract, other than that required under Sections 1.3, 1.4 and 1.5 of this Contract, only if space is available in each building. Storage space will be arranged through the Contract Administrator. Contractor shall keep the premises clean on a continual basis, and no trash or debris will be permitted to accumulate in work areas. Contractor shall be responsible for removal and disposal of all waste packaging material associated with this Contract including, if applicable, the rental of a waste receptacle. If needed, site placement of the waste receptacle shall be approved by the Contract Administrator.

1.20. **CHEMICALS.** Contractors and subcontractors shall provide TFC Risk Management Program (hereinafter referred to as "Risk Management") personnel a legible Material Safety Data Sheet (hereinafter referred to as "MSDS") on all chemicals used or brought onto TFC controlled property. MSDS's shall be submitted to Risk Management personnel prior to the start of work.

1.21. **SECURITY AND IDENTIFICATION.** Contractor shall abide by all procedures and rules as

conveyed by the Contract Administrator regarding security requirements of the building where work is to be performed. All Contractor and any subcontractor personnel must wear uniform clothing to identify the company for which they work. Shorts and/or muscle shirts shall not be worn at any time.

1.22. **DISPOSAL OF SALVAGEABLE ITEMS.** The Contract Administrator shall mark and/or otherwise inform Contractor of any material that will be salvaged by TFC. Disposal may include depositing in a central location for salvage by TFC or delivery to TFC's warehouse located at 6506 Bolm Road, Austin, Texas or such other location as determined by the Contract Administrator.

1.23. **SMOKING.** All TFC facilities where work is to be performed are nonsmoking buildings. Contractor's employees are prohibited from smoking in all areas except in areas designated for smoking.

1.24. **EXAMINATION OF PREMISES.** Contractor shall be held to have examined all facilities in which the work will take place and to be familiar with the conditions under which the work will be accomplished. Contractor shall inspect existing conditions prior to commencing work, including elements subject to damage or movement during the performance of services under this Contract.

## II. TERM.

2.1. **CONTRACT AWARD.** (a) This Contract shall be effective as of September 1, 2019 and shall expire on August 31, 2021, unless extended by the parties by amendment to this Contract or terminated earlier, as provided in Section 2.03 below. This Contract may be renewed for one (1) additional two (2) year period, provided that renewal is executed in writing prior to expiration of the current contract term. Any renewals shall be at the same terms and conditions, plus any approved changes.

(b) Notwithstanding the termination or expiration of this Contract, the provisions of this Contract regarding confidentiality, indemnification, transition, records right to audit and independent audit, property rights, dispute resolution, invoice and fees verification, and default shall survive the termination or expiration dates of this Contract.

2.2. **WORKING HOURS.** Contract work shall be performed during normal working hours of 7:00 a.m. – 6:00 p.m., Monday through Friday. Contract work may also be performed at hours other than normal business hours, at the direction of the Contract Administrator, in order to meet required schedules.

2.3. **TERMINATION.** (a) Termination with Default. TFC may terminate this Contract immediately for default by providing written notice to Contractor of such termination if the Contractor fails to execute the work properly, performs work in an unsatisfactory manner, or fails to perform any provision of the Contract. In the event of abandonment or default, Contractor will be responsible for paying damages to TFC, including but not limited to, the cost to re-solicit this Contract and any consequential damages to the State of Texas or TFC resulting from Contractor's non-performance. The defaulting Contractor will not be considered in the re-

solicitation and may not be considered in future solicitations for the same type of work, unless the scope of work is significantly changed.

(b) Termination without Default. TFC may, at its sole option and discretion, terminate this Contract at any time, for any reason whatsoever, in whole or in part, by giving written notice (hereinafter referred to as the "Notice of Termination") to Contractor at least thirty (30) days prior to the effective date of termination or reduction in the scope of work. In the event of termination by TFC under this subsection, Contractor shall be governed by the terms and conditions, and shall perform the acts outlined in the following Section 2.03(c)

(c) Implementation of Termination. Contractor shall terminate all work under the Contract to the extent and on the date specified in the Notice of Termination and until such date shall, to the extent stated in the Notice of Termination, do such work as may be necessary and be compensated only for such work as may be necessary as determined by the Contract Administrator to preserve the work in progress and to protect materials, buildings, and equipment. In the event of termination by TFC, TFC shall pay Contractor for all work satisfactorily performed up to the effective date of termination or reduction in the scope of work in accordance with the prices included in the scope of work.

(d) Termination by Contractor. Contractor may terminate the Contract upon providing sixty (60) days written notice to TFC. In the event of termination by Contractor, Contractor shall be governed by the terms and conditions of this Contract and shall perform the acts outlined in Section 2.03(c) above. Contractor will be held responsible for additional cost incurred from the termination of this Contract.

2.4. **UNSATISFACTORY PERFORMANCE.** TFC may consider the following levels of performance by Contractor as unsatisfactory. An unsatisfactory performance determination is not limited to the following:

(i) more than two (2) service Callbacks to provide elevator maintenance services within thirty (30) calendar days;

(ii) more than two (2) instances within one (1) calendar year of Contractor personnel assigned to an authorized Service Call not having the skill or knowledge to perform the required service;

(iii) more than two (2) instances within one (1) calendar year of which response time to a Service Call exceeds thirty (30) minutes or less during normal working hours and no more than forty-five (45) minutes outside of normal working hours;

(iv) more than two (2) instances within one (1) calendar year of which response to an emergency Callback exceeds thirty (30) minutes or less during normal working hours and no more than forty-five (45) minutes outside of normal working hours;

(v) failure to complete Major Repairs within the times prescribed in Section 1.13 of this Contract;



(vi) failure to establish and adhere to the Preventative Maintenance Schedule and site visits and documentation of same on the PM Checklist and Service log Book;

(vii) failure to timely complete and document required inspections and correction of discrepancies found;

(viii) failure to timely submit Service Call and Callback Reports and certification of completed maintenance; and,

(xi) failure to maintain an adequate supply of parts included in Sections 1.05 and 1.06 of this Contract.

(x) failure to have supervisor perform monthly walkthroughs per Section 1.10 of this Contract.

2.5. **CORRECTIVE ACTION PLAN.** (a) If TFC identifies one or more instances of Contractor's unsatisfactory performance based on any of the circumstances set forth in Section 2.04 above or otherwise based on Contractor's obligations under this Contract, the Contract Administrator may request a corrective action plan ("Corrective Action Plan") from Contractor by notifying Contractor in writing of the issue(s) which constitute unsatisfactory performance and direct Contractor to provide a written Corrective Action Plan.

(b) Contractor shall deliver a Corrective Action Plan within ten (10) business days of Contract Administrator's notification, and such plan shall be subject to written approval by the Contract Administrator. The Corrective Action Plan shall address how Contractor will correct the instances of unsatisfactory performance identified by TFC, and provide that Contractor shall, unless otherwise approved in advance by the Contract Administrator, complete all actions set forth in the Corrective Action Plan no later than thirty (30) calendar days following Contractor Administrator's approval of the Plan.

(c) Failure to correct all identified elements of unsatisfactory performance included in the notice requesting the Corrective Action Plan, within the time as set forth in this paragraph, shall entitle TFC to avail itself of one or more of the following remedies at TFC's sole discretion:

(i) TFC's removal of one (1) or more Facilities from the scope of this Contract; and/or,

(ii) TFC's termination of this Contract.

(d) If Contractor is required to deliver and perform under more than one (1) Corrective Action Plan within any period of twelve (12) continuous months during the term of this Contract, and regardless of whether or not Contractor successfully completes such Correction Action Plans, TFC may consider such conduct to amount to Contractor's continuing material nonperformance of services under this Contract. In such an event, TFC shall be entitled to avail itself of one or more of the following remedies at TFC's sole discretion:

(i) TFC's removal of one or more Facilities from the scope of this Contract;

(ii) TFC's imposition of liquidated damages on Contractor in an amount equal to ten percent (10%) of the amount of compensation otherwise payable by TFC to Contractor under this Contract for work performed during the three (3) month period preceding the date the most recently submitted Corrective Action Plan was approved by the Contract Administrator; and/or,

(iii) TFC's termination of this Contract.

2.6. **NO LIABILITY UPON TERMINATION.** If this Contract is terminated for any reason, TFC and the State of Texas shall not be liable to Contractor for any damages, claims, losses, or any other amounts arising from or related to any such termination absent an award of damages pursuant to Texas Government Code, Chapter 2260.

### III. CONSIDERATION.

3.1. **CONTRACT LIMIT AND FEES AND EXPENSES.** (a) The total amount of this Contract shall not exceed the sum of One Million Nine Hundred Fifty-One Thousand Five Hundred Eighty-Four and No/100 Dollars (\$1,951,584.00). This amount includes a Base Contract Amount for each of the two (2) fiscal years of the Initial Term, and a not-to-exceed amount to cover any Additional Services, as defined in Section 3.03, during the Initial Term, as set forth in Table 1 – Initial Term.

Table 1 – Initial Term

Base Contract Amount - Fiscal year ("FY") 2020 (September 1, 2019 through August 31, 2020)	\$885,480.00
Base Contract Amount - FY 2021 (September 1, 2020 through August 31, 2021)	\$885,480.00
Additional Services – FY 2020 and FY 2021	\$180,624.00
<b>Total Contract Amount</b>	<b>\$1,951,584.00</b>

(b) Pricing fees will be invoiced in accordance with Exhibit A – Building List and Compensation and Fees, attached hereto and incorporated herein for all purposes. Any changes to the not-to-exceed amount of this Contract or pricing fees set forth in Exhibit A – Building List and Compensation and Fees, shall be submitted to TFC for review and shall be approved by amendment to this Contract.

(c) If, at any time during the term of this Contract, Contractor reduces the comparable price of any article or service covered by the Contract to customers other than TFC, the prices charged to TFC for such articles or services shall also be reduced proportionately. Such reduction shall be effective at the same time and in the same manner as the reduction in

price to customers other than TFC. In addition to invoicing at the reduced prices, Contractor shall furnish promptly to TFC complete information regarding the reduction.

3.2. **PAYMENTS TO CONTRACTOR.** (a) Payments to Contractor will be made on a monthly basis and within thirty (30) days from receipt of a correct invoice or billing statement in accordance with the Texas Government Code, Chapter 2251, Texas Prompt Payment Act. An invoice is considered received on the date it is date stamped by TFC. Contractor will be paid for completion of work accepted and approved by the Contract Administrator. For large projects, partial payment may be allowed once per month on completed work with acceptance and approval of the Contract Administrator.

(b) Contractor will be paid for work performed to the end of the preceding month, provided that the work required to be performed under the Contract shall have been fully and satisfactorily completed, accepted, and approved by TFC's Contract Administrator.

(c) Contractor shall invoice TFC for work performed by vendor identification number, building, Delivery Release number, if applicable, and purchase order number. Invoices must include the purchase order number, the number of employees that worked on the job, the number of hours, and a copy of the project service ticket. Additionally, invoices for any materials purchased for each project must be provided. Address for submission is: Texas Facilities Commission, Accounts Payable, P.O. Box 13047, Austin, Texas 78711-3047 or via email at [accountspayable@tfc.state.tx.us](mailto:accountspayable@tfc.state.tx.us).

3.3. **ADDITIONAL SERVICES AND ADJUSTMENTS.** (a) "Additional Services" are those services not included in Article I of this Contract which may be requested by TFC at any time for the duration of this Contract. Upon request by TFC for Additional Services, Contractor shall prepare and submit to TFC a proposal for such services requested. Additional Services will be charged at the rates set forth in Exhibit A – Building List and Compensation and Fees and shall be documented by a Delivery Release.

(b) Additional Services may also include the addition of elevators for which no unit price was included in Exhibit A – Building List and Compensation and Fees and may be added to this Contract provided TFC and Contractor agree to a unit price. Prices for any additional elevators shall be calculated by comparing such elevators to similar elevators included in Exhibit A – Building List and Compensation and Fees. The addition of elevators shall be documented by amendment to this Contract.

(c) At any time, TFC may adjust the Contract, in whole or in part, with thirty (30) days' notice to Contractor. An adjustment will be made when a service is no longer required, or when warranty expires on new and renovated elevators for which prices have been obtained in Exhibit A – Building List and Compensation and Fees. Adjustments shall be in accordance with the unit prices quoted in Exhibit A – Building List and Compensation and Fees and shall be documented by amendment to this Contract.

#### IV. CONTRACTOR PERSONNEL.

4.1. **REQUIRED QUALIFICATIONS.** At all times during the term of the Contract, Contractor shall have available, under direct employment and supervision, the necessary qualified personnel, organization and facility to properly fulfill all the terms and conditions of this Contract. In addition, Contractor's personnel shall demonstrate that they meet or exceed the following qualifications:

(i) managerial staff shall have five (5) years of experience managing contracts and satisfactorily maintaining elevators of the type, grade and degree included in this Contract;

(ii) All Service Mechanics assigned to perform services under this Contract shall be trained and familiar with ANSI/ASME 17.1; and,

(iii) personnel and subcontractors who will be performing the services required under this Contract shall have a minimum of four (4) years of experience in the maintenance of elevator equipment with the same types and model numbers to the equipment listed in Exhibit A - Building List and Compensation and Fees and Exhibit C – Elevator Equipment Listing, attached hereto and incorporated herein for all purposes.

4.2. **GENERAL AND CRIMINAL BACKGROUND CHECKS.** (a) Contractor represents and warrants that Contractor and Contractor's employees have not been convicted of a felony criminal offense, or that, if such a conviction has occurred, Contractor has fully advised TFC as to the facts and circumstances surrounding the conviction.

(b) Contractor's employees and subcontractors that will complete any work on-site at a state-owned property may be subject to a criminal background check. Any expense associated with such criminal background check shall be borne by Contractor. If requested by TFC, a complete criminal background check shall be completed before any employee performs services at the site and may be requested at any time thereafter. Criminal background checks must be accomplished by the Texas Department of Public Safety (hereinafter referred to as "DPS"), which includes fingerprint processing by an independent third-party company selected by DPS. Upon receipt of the fingerprints of Contractor's employees and/or subcontractors, DPS or TFC, will adjudicate the results of the criminal background searches in accordance with the criteria set forth in Exhibit D - Criminal Background Checks and Application Guidelines, attached hereto and incorporated herein for all purposes.

4.3. **REMOVAL OF PERSONNEL.** TFC may request that the Contractor replace unsatisfactory personnel, which request shall not be unreasonably denied.

4.4. **CONTRACTOR ACCESS.** Access routes, entrance gates or doors, parking and storage areas, and other necessary Contractor access, along with any imposed time limitations shall be designated by TFC's Contract Administrator. Contractor shall conduct operations in strict observation of the access routes and other areas established as described above. Under no

circumstances shall any of Contractor's personnel, vehicles, or equipment enter or move upon any area not authorized by TFC's Contract Administrator for access by Contractor.

4.5. **CONTRACTOR PARKING.** Parking, for Contractor vehicles when performing work, must be coordinated through the Contract Administrator. Contract Administrator will arrange parking according to parking availability at the job site. Parking in close proximity to the project may not be possible. Subcontractors may be required to utilize remote parking & carpooling when space is not available.

4.6. **CONTRACTOR SAFETY.** (a) All Contractors and subcontractors conducting work for TFC shall abide by all OSHA rules and regulations provided by the Department of Labor, OSHA, Code of Federal Regulations, Chapter 29. Employees of Contractor and subcontractors shall be trained in accordance with Chapter 29, Occupational Safety and Health Regulations (hereinafter referred to as "OSHA").

(b) Contractor and subcontractors shall inform the Contract Administrator of their Hazardous Electrical Energy Control, Lockout/Tag-out Procedure. Contractor's procedure must meet or exceed TFC's procedure as determined by the Contract Administrator.

(c) Work shall not be done on energized electrical circuits, components or equipment. When de-energizing is impractical due to possible harm to personnel, equipment or facility damage, negative onsite or offsite environmental impact, or business interruption Contractor must follow OSHA requirements as detailed in OSHA Regulations 1910.331 – 1910.3

4.7. **CONTRACTOR COOPERATION.** (a) Contractor agrees to conduct all of its services under this Contract by and through appropriate communications with the Contract Administrator. No work, installation or other services shall be undertaken by Contractor except with the prior written direction of the Contract Administrator.

(b) Contractor understands and agrees that work, installation or any other service performed without the prior written direction of the Contract Administrator is work outside the scope of this Contract and shall be performed exclusively at Contractor's risk.

(c) Contractor agrees to employ competent personnel meeting the requirements outlined in the specifications, who shall be satisfactory to TFC. Personnel assigned to perform services under this Contract may not be reassigned without the prior written approval by the Contract Administrator. TFC may request that Contractor replace unsatisfactory personnel, which request shall not be unreasonably denied.

(d) Contractor agrees to cooperate and coordinate its work with that of other Contractors retained by owner. Upon discovery of an apparent conflict in the sequencing of work with another Contractor, Contractor shall report the concern to the Contract Administrator who will resolve the conflict.

4.8. **E-VERIFY.** (a) By entering into this Contract, Contractor certifies and ensures that it utilizes and will continue to utilize, for the term of this Contract, the U.S. Department of

Homeland Security's E-Verify system, in accordance with the U.S. Department of Homeland Security's rules, to determine the eligibility of:

(i) all persons employed to perform duties within the State of Texas, during the term of the Contract; and

(ii) all persons (including subcontractors) assigned by the Contractor to perform work pursuant to the Contract, within the United States of America.

(b) Contractor shall provide, upon request of TFC and if available, an electronic or hardcopy screenshot of the confirmation or tentative non-confirmation screen containing the E-Verify case verification number for attachment to the Form I-9 for the three (3) most recent hires that match the criteria above, by the Contractor, and Contractor's subcontractors, as proof that this provision is being followed. **IF THIS CERTIFICATION IS FALSELY MADE, THE CONTRACT MAY BE IMMEDIATELY TERMINATED, AT THE DISCRETION OF TFC, AND AT NO FAULT TO TFC, WITH NO PRIOR NOTIFICATION. CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR THE COSTS OF ANY RE-SOLICITATION THAT TFC MUST UNDERTAKE TO REPLACE THE TERMINATED CONTRACT.**

(c) For persons not eligible for E-Verify screening, Contractor (including subcontractors) shall provide, upon request by TFC, another form of documentation of proof of eligibility to work in the United States of America.

4.9. **ABSENTEEISM AND VACATION.** Contractor is responsible for moving staff, as needed, to cover for vacancies, sick leave and vacations. Failure to provide sufficient employee staffing to meet Contract requirements may result in TFC's determination that Contractor shall be required to create and execute a Corrective Action Plan, in accordance with the terms of Section 2.05 of this Contract. Contractor shall provide any and all relief personnel or overtime personnel, as necessary, at no cost to TFC to ensure that the provisions of this Contract are performed.

4.10. **INDEPENDENT CONTRACTOR.** It is understood and agreed by TFC and Contractor that Contractor is retained as an independent contractor and in no event shall any employee hired by Contractor be considered an employee of TFC.

## V. STATE FUNDING.

5.1. **STATE FUNDING.** (a) This Contract shall not be construed as creating any debt on behalf of the State of Texas and/or TFC in violation of TEX. CONST. art. III, § 49. In compliance with TEX. CONST. art. VIII, § 6, it is understood that all obligations of TFC hereunder are subject to the availability of state funds. If such funds are not appropriated or become unavailable, this Contract may be terminated. In that event, the parties shall be discharged from further obligations, subject to the equitable settlement of their respective interests accrued up to the date of termination.

(b) Furthermore, any damages due under this Contract should not exceed the amount of funds appropriated for payment under this Contract, but not yet paid to Contractor, for the fiscal year budget in existence at the time of the breach; **provided, however, the foregoing**

**shall not be construed as a waiver of sovereign immunity.**

## **VI. RECORDS, AUDIT, PROPRIETARY INFORMATION, AND PUBLIC DISCLOSURE.**

6.1. **SUPPORTING DOCUMENTS, RETENTION; RIGHT TO AUDIT; INDEPENDENT AUDITS.** (a) Contractor shall maintain and retain supporting fiscal and any other documents relevant to showing that any payments under this Contract were expended in accordance with the laws and regulations of the State of Texas, including but not limited to, requirements of the Comptroller of the State of Texas and the State Auditor. Contractor shall maintain all such documents and other records relating to this Contract and the State's property for a period of seven (7) years after the date of submission of the final invoices or until a resolution of all billing questions, whichever is later. Contractor shall make available at reasonable times and upon reasonable notice, and for reasonable periods, all documents and other information related to the Contract. Contractor and any subcontractors shall provide the State Auditor with any information that the State Auditor deems relevant to any investigation or audit. Contractor must retain all work and other supporting documents pertaining to this Contract, for purposes of inspecting, monitoring, auditing, or evaluating by TFC and any authorized agency of the State of Texas, including an investigation or audit by the State Auditor.

(b) Contractor shall cooperate with any authorized agents of the State of Texas and shall provide them with prompt access to all of such State's work as requested. The acceptance of funds by Contractor or any other entity or person directly under this Contract, or indirectly through a subcontract under this Contract, shall constitute acceptance of the authority of the State Auditor to conduct an audit or investigation in connection with those funds. Contractor acknowledges and understands that the acceptance of funds under this Contract shall constitute consent to an audit by the State Auditor, Comptroller or other agency of the State of Texas. Contractor shall ensure that this paragraph concerning the State's authority to audit funds received indirectly by subcontractors through Contractor and the requirement to cooperate is included in any subcontract it awards. Furthermore, under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the State Auditor must provide the State Auditor with access to any information the State Auditor considers relevant to the investigation or audit.

6.2. **CONFIDENTIALITY.** Contractor shall keep confidential all information, in whatever form, produced, prepared, observed or received by Contractor to the extent that such information is:

- (i) confidential by law;
- (ii) marked or designated "confidential", or words to that effect, by TFC; or
- (iii) information that Contractor is otherwise required to keep confidential by this Contract.

6.3. **PUBLIC RECORDS.** Notwithstanding any provisions of this Contract to the contrary, Contractor understands that TFC will comply with the Texas Public Information Act, Texas



Government Code, Chapter 552. If contacted by TFC, Contractor will cooperate with TFC in the production of documents responsive to the request. Contractor agrees to provide the documents responsive to the request in the format and within the time frame specified by TFC. Contractor may request that TFC seek an opinion from the Office of the Texas Attorney General. However, the final decision whether to seek a ruling from the Office of the Texas Attorney General will be made by TFC in its sole discretion to comply with the legal requirements of the Texas Public Information Act. Additionally, Contractor will notify TFC's general counsel within twenty-four (24) hours of receipt of any third-party requests for information written, produced, collected, assembled, or maintained in connection with this Contract and/or any amendment to this Contract. This Contract and/or any amendment to this Contract and all data and other information generated or otherwise obtained in its performance is subject to the Texas Public Information Act. Contractor agrees to maintain the confidentiality of information received from the State of Texas during the performance of this Contract, including information which discloses confidential personal information particularly, but not limited to, social security numbers. Furthermore, Contractor is required to make any information created or exchanged with the State pursuant to this Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public as specified by TFC at no additional charge to the State.

6.4. **PUBLIC DISCLOSURE.** No public disclosures or news releases pertaining to this Contract shall be made without prior written approval of TFC.

## **VII. CONTRACTOR'S RESPONSIBILITIES AND WARRANTIES.**

7.1. **CONTRACTOR RESPONSIBILITIES.** Contractor shall be responsible for damage to TFC's equipment, and/or the workplace and its contents, by its works, its negligence in work, its personnel, or its equipment by Contractor's staff or subcontractors. Contractor shall be responsible and liable for the safety, injury, and health of its working personnel while its employees are performing work for TFC.

7.2. **PERFORMANCE STANDARDS.** All work performed under this Contract shall be in accordance with applicable terms and conditions of this Contract and shall comply with all federal, state, and local laws and rules relating to elevator maintenance services.

7.3. **WARRANTY ON SAFETY AND HEALTH REQUIREMENTS.** Contractor shall procure, at Contractor's expense, all necessary and required licenses and permits necessary for the performance of this Contract. Contractor represents and warrants that the services provided under this Contract comply with all applicable federal health and safety standards, including but not limited to, OSHA, the International Building Code, the International Mechanical Code, the National Fire Protection Association and all Texas health and safety standards. All electrical items must also bear the appropriate listings and certification from the Underwriters Laboratories Inc., Factory Mutual Research Corporation or National Electrical Manufacturers Association.

7.4. **PERFORMANCE WARRANTY.** All work performed under this Contract shall be in accordance with applicable terms and conditions of this Contract and of local codes and ordinances and any other authority having lawful jurisdiction. Work performed under this



Contract shall meet all applicable requirements of the latest revision of the ANSI/ASME 17.1 Safety Code for Elevators and Escalators, International Mechanical Code, National Electrical Code, OSHA requirements, the Americans with Disabilities Act Accessibility Guidelines, as well as the manufacturer's standard recommendation manual for service and repair. Contractor shall guarantee all work included in the Contract against any defects in workmanship and shall satisfactorily correct, at no cost to TFC, any such defect that may become apparent within a period of one (1) year after completion of work. The warranty period shall commence upon the date of acceptance by TFC.

7.5. **MATERIAL WARRANTY.** All material and equipment furnished under this Contract is guaranteed by Contractor to be in compliance with this Contract, fit and sufficient for the purpose intended, new and free from defects. Materials furnished under this Contract shall be the latest improved models in current production, as offered to commercial trade, and shall be of quality material. **USED, SHOPWORN, DEMONSTRATOR, PROTOTYPE, RECONDITIONED, OR DISCONTINUED MODELS OR MATERIAL ARE NOT ACCEPTABLE.** The warranty period for Contractor-provided materials shall be for a period of one (1) year after completion of the installation or within the manufacturer's warranty, whichever is longer. The warranty period shall commence upon date of acceptance by TFC. Contractor shall provide the Contract Administrator with all manufacturers' warranty documents within five (5) business days of completion of each project.

7.6. **NO LITIGATION WARRANTY.** Contractor represents and warrants that it is not a party to or otherwise substantively involved in any matter involving litigation, or any administrative or regulatory proceeding, which, if decided adversely to Contractor's interests, could be reasonably expected to adversely affect Contractor's ability to fully and timely perform all of its obligations under this Contract. Contractor agrees that in the event any action, event or circumstance occurs, that could be reasonably expected to adversely affect Contractor's ability to fully and timely perform all of its obligations under this Contract, Contractor shall provide written notice to TFC of such action, event or circumstance, and shall continue to update TFC in writing every thirty (30) days thereafter of the status of the action, event or circumstance, until otherwise directed by TFC.

## **VIII. BONDS, INSURANCE, INDEMNIFICATION AND LEGAL OBLIGATIONS.**

### **8.1. BONDS.**

(a) **Payment and Performance Bonds.** Prior to commencement of work under a Delivery Release under this Contract, Contractor is required to tender payment and performance bonds to TFC, as required by Texas Government Code, Chapter 2253, when the following circumstances apply:

(i) A performance bond is required if a Delivery Release under this Contract is in an amount in excess of \$100,000.00. The performance bond is solely for the protection of TFC. The performance bond is to be for the sum of a Delivery Release of \$100,000.00 or more, to guarantee the faithful performance of the work in accordance with the Contract. The performance bond shall be effective through Contractor's warranty period. When submitting a proposal for services as requested by the Contract Administrator. Contractor shall

provide documentation for the cost of the performance bond.

(ii) A payment bond is required if a Delivery Release under this Contract is in an amount in excess of \$25,000.00. The payment bond is to be for the sum of a Delivery Release in excess of \$25,000.00 and is payable to TFC solely for the protection and use of payment bond beneficiaries who have a direct contractual relationship with Contractor or a subcontractor. When submitting a proposal for services as requested by the TFC Contract Administrator, Contractor shall provide documentation for the cost of the payment bond.

(b) Each bond shall be executed by a corporate surety or sureties authorized to do business in the State of Texas and acceptable to TFC, on TFC's form, attached hereto and incorporated herein as Exhibit E – Payment and Performance Bond [Forms], and in compliance with the relevant provisions of the Texas Insurance Code. If any bond is for more than ten (10) percent of the surety's capital and surplus, TFC may require certification that the company has reinsured the excess portion with one or more reinsurers authorized to do business in the State. A reinsurer may not reinsure for more than ten (10) percent of its capital and surplus. If a surety upon a bond loses its authority to do business in the State, Contractor shall, within thirty (30) days after such loss, furnish a replacement bond at no added cost to TFC.

(c) Each bond shall be accompanied by a valid power of attorney (issued by the surety company and attached, signed and sealed with the corporate embossed seal, to the bond) authorizing the attorney in fact who signs the bond to commit the company to the terms of the bond, and stating any limit in the amount for which the attorney can issue a single bond.

(d) The process of requiring and accepting bonds and making claims thereunder shall be conducted in compliance with Texas Government Code, Chapter 2253. **IF FOR ANY REASON A STATUTORY PAYMENT OF PERFORMANCE BOND IS NOT HONORED BY THE SURETY, CONTRACTOR SHALL FULLY INDEMNIFY AND HOLD OWNER HARMLESS OF AND FROM ANY COSTS, LOSSES, OBLIGATIONS OR LIABILITIES IT INCURS AS A RESULT.**

(e) TFC shall furnish certified copies of the payment bond and the related Contract to any qualified person seeking copies who complies with Texas Government Code, Section 2253.026.

(f) Claims on payment bonds must be sent directly to Contractor and its surety in accordance with Texas Government Code, Section 2253.041. All payment bond claimants are cautioned that no lien exists on the funds unpaid to Contractor on such Contract, and that reliance on notices sent to TFC may result in loss of their rights against Contractor and/or its surety. TFC is not responsible in any manner to a claimant for collection of unpaid bills and accepts no such responsibility because of any representation by any agent or employee.

(g) The rights of subcontractors regarding payment are governed by Texas Property Code, Sections 53.231–53.239 when the value of a Delivery Release is less than \$25,000.00. These provisions set out the requirements for filing a valid lien on funds unpaid to Contractor as of the time of filing the claim, actions necessary to release the lien and satisfaction of such claim.

(h) Sureties shall be listed on the US Department of the Treasury's Listing Approved Sureties stating companies holding Certificates of Authority as acceptable sureties on federal bonds and acceptable reinsuring companies (Department Circular 570).

8.2. **INSURANCE.** (a) Prior to the commencement of work under this Contract, Contractor agrees to carry and maintain insurance in the following types and amounts for the duration of this Contract, to furnish certificates of insurance including corresponding policy endorsements, and make available, at no cost to TFC, copies of policy declaration pages and policy endorsements as evidence thereof:

(b) Workers' Compensation and Employers' Liability coverage with minimum policy limits for employers' liability of \$1,000,000.00 bodily injury per accident, \$1,000,000.00 bodily injury disease policy limit and \$1,000,000.00 per disease, per employee. Workers' compensation insurance coverage must meet the statutory requirements of Texas Labor Code, Section 401.011(44). Pursuant to Texas Labor Code Section 406.096, certification in writing from Contractor and Contractor's subcontractors shall be provided to TFC upon request and without expense.

(c) Commercial General Liability with a combined single limit of \$1,000,000.00 per occurrence for coverage A and B including products/completed operations, where appropriate, with a separate aggregate of \$2,000,000.00 for bodily injury and for property damages. The general aggregate limit shall apply on a per Project/Location basis. The policy shall contain the following provisions:

(i) blanket contractual liability coverage for liability assumed under the Contract;

(ii) independent contractors' coverage;

(iii) State of Texas, TFC, its officials, directors, employees, representatives and volunteers must be listed as additional insureds;

(iv) thirty (30) day Notice of Cancellation in favor of TFC; and

(v) Waiver of Transfer Right of Recovery Against Others in favor of TFC.

(c) Business Automobile Liability Insurance for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000.00 per accident for bodily injury and property damage. Alternate acceptable limits are \$250,000.00 bodily injury per person, \$500,000.00 bodily injury per accident and at least \$100,000.00 property damage liability per accident. The policy shall contain the following endorsements in favor of TFC:

(i) Waiver of Subrogation endorsement;

(ii) Thirty (30) day Notice of Cancellation endorsement; and

(iii) Additional Insured endorsement.

(d) Umbrella Liability Insurance for an amount of not less than \$5,000,000.00

that provides coverage at least as broad as and applies in excess and follows the form of the primary liability coverages required hereinabove. The policy shall provide "drop down" coverage where underlying primary insurance coverage limits are insufficient or exhausted.

8.3. **GENERAL REQUIREMENTS FOR INSURANCE.** (a) Contractor shall be responsible for deductibles and self-insured retention, if any, stated in policies. All deductibles or self-insured retention shall be disclosed on the certificate of insurance required above. If coverage is underwritten on a claims-made basis, the retroactive date shall be coincident with the date of this Contract and the certificate of insurance shall state that the coverage is claims made and the retroactive date.

(b) Contractor shall maintain coverage for the duration of this Contract. Coverage, including any renewals, shall have the same retroactive date as the original policy applicable to the Contract. Contractor shall, on at least an annual basis, provide TFC with an insurance certificate as evidence of such insurance. The premium for this extended reporting period shall be paid by Contractor.

(c) Contractor shall not commence work under this Contract until they have obtained the required insurance and until such insurance has been reviewed by TFC. Contractor shall not allow any subcontractors to commence work until the required insurance has been obtained and approved. Approval of insurance by TFC shall not relieve or decrease the liability of Contractor hereunder.

(d) Insurance shall be written by a company licensed to do business in the State of Texas at the time the policy is issued and shall be written by a company with an A.M. Best rating of A- or better.

(e) TFC shall be an additional insured as its interests may apply on the Commercial General Liability and Business Automobile Liability Policies.

(f) Contractor shall produce endorsements upon TFC's request to each affected policy:

(i) Naming TFC, P.O. Box 13047, Austin, Texas 78711 as additional insured (except Workers' Compensation).

(ii) That obligates the insurance company to notify the Contract Administrator, TFC – Contract Administrator, P.O. Box 13047, Austin, Texas 78711, of any non-renewal, cancellations or material changes at least thirty (30) days prior to change or cancellation.

(iii) That the "other" insurance clause shall not apply to the State where TFC is an additional insured shown on the policy. It is intended that policies required in this Contract, covering both TFC and Contractor, shall be considered primary coverage as applicable.

(g) TFC shall be entitled, upon request and without expense, to receive copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies and if such request for deletions, revisions, or modifications are commercially available.

(h) Contractor shall not cause any insurance required under this Contract to cancel nor permit any insurance to lapse during the term of this Contract.

(i) TFC reserves the right to review the insurance requirements of this section during the effective period of the Contract and to make reasonable adjustments to insurance coverage and their limits when deemed necessary and prudent by TFC based upon changes in statutory law, court decisions or the claims history of the industry as well as Contractor (such adjustments shall be commercially available to Contractor).

(j) Contractor shall provide TFC thirty (30) days written notice of erosion of the aggregate limit.

(k) Actual losses not covered by insurance as required by this Contract shall be paid by Contractor.

(l) Contractor's insurance shall include a waiver of subrogation to TFC for the Workers' Compensation and Employers' Liability, Commercial General Liability, and Business Automobile Liability policies.

**8.4. INDEMNIFICATION. CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS TFC, THE STATE OF TEXAS AND ITS CUSTOMERS, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF CONTRACTOR OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE AGREEMENT AND ANY PURCHASE ORDERS ISSUED UNDER THE AGREEMENT. THE DEFENSE SHALL BE COORDINATED BY CONTRACTOR WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND CONTRACTOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL. CONTRACTOR AND TFC AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.**

**8.5. INFRINGEMENTS. (a) CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND TFC, AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR**

DESIGNEES FROM ANY AND ALL THIRD PARTY CLAIMS INVOLVING INFRINGEMENT OF UNITED STATES PATENTS, COPYRIGHTS, TRADE AND SERVICE MARKS, AND ANY OTHER INTELLECTUAL OR INTANGIBLE PROPERTY RIGHTS IN CONNECTION WITH THE PERFORMANCES OR ACTIONS OF CONTRACTOR PURSUANT TO THIS AGREEMENT. CONTRACTOR AND TFC AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. CONTRACTOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY CONTRACTOR WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND CONTRACTOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL.

(b) CONTRACTOR SHALL HAVE NO LIABILITY UNDER THIS SECTION IF THE ALLEGED INFRINGEMENT IS CAUSED IN WHOLE OR IN PART BY: (i) USE OF THE PRODUCT OR SERVICE FOR A PURPOSE OR IN A MANNER FOR WHICH THE PRODUCT OR SERVICE WAS NOT DESIGNED; (ii) ANY MODIFICATION MADE TO THE PRODUCT WITHOUT CONTRACTOR'S WRITTEN APPROVAL; (iii) ANY MODIFICATIONS MADE TO THE PRODUCT BY THE CONTRACTOR PURSUANT TO TFC'S SPECIFIC INSTRUCTIONS; (iv) ANY INTELLECTUAL PROPERTY RIGHT OWNED BY OR LICENSED TO TFC; OR (v) ANY USE OF THE PRODUCT OR SERVICE BY TFC THAT IS NOT IN CONFORMITY WITH THE TERMS OF ANY APPLICABLE LICENSE AGREEMENT.

(c) IF CONTRACTOR BECOMES AWARE OF AN ACTUAL OR POTENTIAL CLAIM, OR TFC PROVIDES CONTRACTOR WITH NOTICE OF AN ACTUAL OR POTENTIAL CLAIM, CONTRACTOR MAY (OR IN THE CASE OF AN INJUNCTION AGAINST TFC, SHALL), AT CONTRACTOR'S SOLE OPTION AND EXPENSE: (i) PROCURE FOR TFC THE RIGHT TO CONTINUE TO USE THE AFFECTED PORTION OF THE PRODUCT OR SERVICE; OR (ii) MODIFY OR REPLACE THE AFFECTED PORTION OF THE PRODUCT OR SERVICE WITH FUNCTIONALLY EQUIVALENT OR SUPERIOR PRODUCT OR SERVICE SO THAT TFC'S USE IS NON-INFRINGEMENT.

8.6. TAXES, WORKERS' COMPENSATION, AND UNEMPLOYMENT INSURANCE – INCLUDING INDEMNITY. (a) CONTRACTOR AGREES AND ACKNOWLEDGES THAT DURING THE EXISTENCE OF THIS AGREEMENT, CONTRACTOR SHALL BE ENTIRELY RESPONSIBLE FOR THE LIABILITY AND PAYMENT OF CONTRACTOR'S AND CONTRACTOR'S EMPLOYEES' TAXES OF WHATEVER KIND, ARISING OUT OF THE PERFORMANCES IN THIS AGREEMENT. CONTRACTOR AGREES TO COMPLY WITH ALL STATE AND FEDERAL LAWS APPLICABLE TO ANY SUCH PERSONS, INCLUDING LAWS REGARDING WAGES, TAXES, INSURANCE, AND WORKERS' COMPENSATION. TFC AND/OR THE STATE SHALL NOT BE LIABLE TO THE CONTRACTOR, ITS EMPLOYEES, AGENTS, OR OTHERS FOR THE PAYMENT OF TAXES OR THE PROVISION OF

**UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION OR ANY BENEFIT AVAILABLE TO A STATE EMPLOYEE OR EMPLOYEE OF ANOTHER GOVERNMENTAL ENTITY CUSTOMER.**

(b) **CONTRACTOR AGREES TO INDEMNIFY AND HOLD HARMLESS TFC, THE STATE OF TEXAS AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, AND/OR ASSIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEYS' FEES, AND EXPENSES, RELATING TO TAX LIABILITY, UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION IN ITS PERFORMANCE UNDER THIS AGREEMENT. CONTRACTOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY CONTRACTOR WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND CONTRACTOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL. CONTRACTOR AND TFC AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.**

8.7. **NOTICE TO TFC.** In the event Contractor becomes aware of any claim that may be subject to the above-described indemnification, Contractor shall notify TFC of such claim within five (5) business days of becoming aware.

8.8. **SETTLEMENT AUTHORITY.** No settlement of any such claim shall be made by Contractor without TFC's prior written approval.

8.9. **LEGAL OBLIGATIONS.** Contractor shall procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, insurance, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract. Contractor will be responsible to pay all taxes, assessments, fees, premiums, permits, and licenses required by law. Contractor agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract.

8.10. **COMPLIANCE WITH LAWS.** Contractor shall comply with all applicable federal, state, and local laws, including laws governing labor, equal opportunity, safety, and environmental protection. Contractor shall make itself familiar with and at all times shall observe and comply with all federal, state, and local laws, ordinances, and regulations, that in any manner affect performance under this Contract.

**IX. CONTRACTOR GENERAL AFFIRMATIONS.**

9.1. **FINANCIAL INTERESTS/GIFTS.** (a) Pursuant to Texas Government Code Sections 572.051 and 2255.001 and Texas Penal Code Section 36.09, Contractor has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with

this Contract.

(b) Pursuant to Texas Government Code Chapter 573 and Section 2254.032, if applicable, Contractor certifies that Contractor knows of no officer or employee of TFC, nor any relative within the second degree of consanguinity or affinity of an officer or employee of TFC, that has a financial interest in Contractor's company or corporation. Contractor further certifies that no partner, corporation, or unincorporated association which employs, retains or contracts with, or which may employ, retain, or contract with any of the above, has a financial interest in any entity with which Contractor will be dealing on behalf of TFC.

9.2. **EXECUTIVE HEAD OF AGENCY.** Under Texas Government Code Section 669.003 relating to contracting with an executive of a state agency, Contractor represents that no person who, in the past four (4) years, served as an executive of TFC or any other state agency, was involved with or has any interest in this Contract or any contract resulting from this Contractor. If Contractor employs or has used the services of a former executive head of TFC or any other state agency, then Contractor shall provide the following information: the name of the former executive, the name of the state agency, the date of separation from the state agency, the position held with Contractor, and the date of employment with Contractor.

9.3. **PRIOR EMPLOYMENT.** Contractor certifies that Contractor shall comply with all applicable Texas and federal laws and regulations relating to the hiring of former state employees including "revolving door" provisions. Furthermore, Contractor certifies that if it employs any former employee of TFC, such employee will perform no work in connection with this Purchase Order during the twelve (12) month period immediately following the employee's last date of employment at TFC.

9.4. **CERTIFICATION CONCERNING RESTRICTED EMPLOYMENT FOR FORMER STATE OFFICERS OR EMPLOYEES UNDER GOVERNMENT CODE § 572.069.** Contractor certifies that it has not employed and will not employ a former TFC or state officer who participated in a procurement or contract negotiation for TFC involving Contractor within two (2) years after the state officer or employee left state agency employment or service. This certification only applies to former state officers or employees whose service or employment ceased on or after September 1, 2015.

9.5. **ELIGIBILITY.** Pursuant to Texas Government Code Section 2155.004(b), Contractor certifies that the individual or business entity named in this Contract is not ineligible to receive the specified Contract and acknowledges that this Contract may be terminated, and payment withheld if this certification is inaccurate.

9.6. **DISASTER RELIEF CONTRACT VIOLATION.** Under Sections 2155.006 and 2261.053, Texas Government Code, Contractor certifies that the individual or business entity named in this Contract is not ineligible to receive the specified Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

9.7. **FAMILY CODE.** Pursuant to the requirements of Texas Family Code Section 231.006, regarding delinquent child support, the undersigned signatory certifies that the individual or



business entity named in this Contract is not ineligible to receive payment under this Contract and, if applicable, Contractor has provided the name and Social Security number of each person (sole proprietors, firm owners, partners, or shareholders) with at least 25% ownership of the business entity entering into this Contract prior to its execution. Contractor acknowledges that this Contract may be terminated, and payment may be withheld if this certification is inaccurate.

9.8. **DEBTS OR DELINQUENCIES TO STATE.** Pursuant to Texas Government Code Section 403.055, Contractor understands and agrees that any payment due under this Contract may be applied toward payment of any debt that is owed to the State of Texas including, but not limited to, delinquent taxes and child support.

9.9. **BUY TEXAS.** If Contractor is authorized to make purchases under this Contract, Contractor certifies that Contractor will buy Texas products, services, and materials when available at a comparable price and in a comparable period of time pursuant to Texas Government Code Ch. 2155.

9.10. **EQUAL OPPORTUNITY.** Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, or national origin. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, national origin, age, disability, political affiliation or religious belief. Such action shall include, but not be limited to, the following: (i) employment, upgrading, demotion, or transfer; (ii) recruitment or recruitment advertising; (iii) layoff or termination; (iv) rates of pay or other forms of compensation; and (v) selection for training, including apprenticeship. Contractor shall post in conspicuous places, available to employees or applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination subsection. Contractor shall include the above provisions in all Subcontracts pertaining to the work.

9.11. **DECEPTIVE TRADE PRACTICE; UNFAIR BUSINESS PRACTICES.** Contractor represents and warrants that it has not been the subject of allegations of Deceptive Trade Practices violations under the Texas Business and Commerce Code, Chapter 17, or allegations of any unfair business practice in any administrative hearing or court suit and that Contractor has not been found to be liable for such practices in such proceedings. Contractor certifies that it has no officers who have served as officers of other entities who have been the subject allegations of Deceptive Trade Practices violations or allegations of any unfair business practices in an administrative hearing or court suit and that such officers have not been found to be liable for such practices in such proceedings.

9.12. **LIABILITY FOR TAXES.** Contractor represents and warrants that it shall pay all taxes or similar amounts resulting from this Contract, including, but not limited to, any federal, state, or local income, sales or excise taxes of Contractor or its employees. TFC shall not be liable for any taxes resulting from this Contract.

9.13. **NO CONFLICTS.** Contractor represents and warrants that Contractor has no actual or potential conflicts of interest in providing services to the State of Texas under this Contract and that Contractor's provision of services under this Contract would not reasonably create an

appearance of impropriety.

9.14. **EXCLUDED PARTIES.** Contractor certifies that it is not listed on the federal government's terrorism watch list as described in Executive Order 13224.

9.15. **SUSPENSION AND DEBARMENT.** Contractor certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the State of Texas Debarred Vendor List maintained by the Texas Comptroller of Public Accounts and the System for Award Management (SAM) maintained by the General Services Administration.

9.16. **PROHIBITION ON CERTAIN BIDS AND CONTRACTS.** Under Texas Government Code, Sections 2155.006 and 2261.053 relating to the prohibition of certain bids and contracts, Contractor certifies that the individual or business entity named in this Contract is not ineligible to receive the specified Contract and acknowledges that this Contract may be terminated, and payment withheld if this certification is inaccurate. Contractor represents and warrants that during the five (5) year period preceding the date of this Contract, Contractor has not been: (i) convicted of violating a federal law in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Texas Utilities Code, Section 39.459, Hurricane Katrina, or any other disaster occurring after September 24, 2005; or (ii) assessed a penalty in a federal civil or administrative enforcement action in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Texas Utilities Code, Section 39.459, Hurricane Katrina, or any other disaster occurring after September 24, 2005.

9.17. **IMMIGRATION REFORM.** (a) The Immigration Reform and Control Act of 1986, as amended, and the Immigration Act of 1990, and the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, requires that all employees hired since 1986 provide proof of identity and employment eligibility before they can work in the United States. TFC is committed to complying with all applicable immigration laws of the United States and requires compliance by all contractors and subcontractors who contract with the State. Contractor shall not place any employee of Contractor at a worksite, nor shall Contractor permit any employee, nor any subcontractor, to perform any work on behalf of or for the benefit of TFC without first confirming said employee's authorization to lawfully work in the United States.

(b) Contractor warrants that Contractor: (i) maintains and follows an established policy to verify the employment authorization of its employees and to ensure continued compliance for the duration of employment; (ii) has verified the identity and employment eligibility of all employees in compliance with applicable law; (iii) has established internal safeguards and reporting policies to encourage its employees to report any suspected violations of immigration policies or of immigration law promptly to Contractor's senior management; and (iv) is without knowledge of any fact that would render any employee or subcontractor ineligible to legally work in the United States.

(c) Contractor further acknowledges, agrees, and warrants that Contractor: (i) has complied, and shall at all times during the term of the Contract comply, in all respects with the Immigration Reform and Control Act of 1986 and 1990, the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, as amended, and all of the laws, rules, and regulations relating thereto; (ii) has properly maintained, and shall at all times during the term of the Contract properly maintain, all records required by the Department of Homeland Security, Immigration and Customs Enforcement (“DHS–ICE”), including, without limitation, the completion and maintenance of the Form I-9 for each of Contractor’s employees; and (iii) has responded, and shall at all times during the term of the Contract respond, in a timely fashion to any inspection requests related to such I-9 Forms. During the term of the Contract, Contractor shall, and shall cause its directors, officers, managers, agents and employees to, fully cooperate in all respects with any audit, inquiry, inspection or investigation that may be conducted by TFC or any state agency of Contractor or any of its employees.

(d) Contractor acknowledges, agrees, and warrants that all subcontractors permitted by it to perform work will be required to agree to these same terms as a condition to being awarded any subcontract for such work.

9.18. **ENTITIES THAT BOYCOTT ISRAEL.** Pursuant to Section 2270.002 of the Texas Government Code, Contractor certifies that either (i) it meets an exemption criteria under Section 2270.002; or (ii) it does not boycott Israel and will not boycott Israel during the term of this Contract. Contractor shall state any facts that make it exempt from the boycott certification.

9.19. **PROHIBITION AGAINST CONTRACTING WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATIONS.** In accordance with Section 2251.152 of the Texas Government Code, TFC is prohibited from entering into a governmental contract (as defined in Texas Government Code Section 2252.151(3)) with a company that is identified on a list prepared and maintained under Texas Government Code Section 806.051, 807.051, or 2252.153. If contractor is on the above-referenced list the Contract will be considered void or voidable and TFC will not be responsible to pay Contractor for any work performed.

## **X. MISCELLANEOUS PROVISIONS.**

10.1. **ASSIGNMENT AND SUBCONTRACTS.** (a) Contractor shall neither assign, transfer, nor delegate any rights, obligations, or duties under this Contract without the prior written consent of TFC.

(b) Notwithstanding this provision, it is mutually understood and agreed that Contractor may subcontract with others for some or all of the services to be performed. TFC shall approve all subcontractors. Subcontractors providing service under this Contract shall meet the same requirements and level of experience as required of the Contractor. No subcontract under the Contract shall relieve Contractor of responsibility for the service. If Contractor uses a subcontractor for any or all of the work required, the following conditions shall apply under the listed circumstances.

(i) Contractors planning to subcontract all or a portion of the work to be performed under this Contract shall identify the proposed subcontractor on Exhibit F – HUB Subcontracting Plan [Form], as further described in Section 10.2 below.

(ii) Subcontracting shall be at the Contractor's expense.

(iii) TFC retains the right to check any subcontractor's background and make the determination to approve or reject the use of submitted subcontractors.

(iv) Contractor shall be the only contact for TFC and subcontractors. Contractor shall list a designated point of contact for all TFC and subcontractor inquiries.

10.2. **HISTORICALLY UNDERUTILIZED BUSINESSES (HUBS).** (a) In accordance with state law, it is TFC's policy to assist HUBs, whether minority or women owned, whenever possible, to participate in providing goods and services to the agency. TFC encourages those parties with whom it contracts for the provision of goods and services to adhere to this same philosophy in selecting subcontractors to assist in fulfilling Contractor's obligations with TFC. A copy of Exhibit F-1 - Initial Approved HUB Subcontracting Plan ("HSP") is attached hereto and incorporated herein for all purposes. If Contractor subcontracts with others for some or all of the services to be performed under this Contract, Contractor shall comply with all HUB requirements pursuant to Texas Government Code, Chapter 2161 as described in Exhibit F – HUB Subcontracting Plan [Form], attached hereto and incorporated herein for all purposes. When §required, Contractor shall submit an updated HSP. Upon TFC approval of HSP update(s), such update(s) shall become, without further notice or action, a part of the incorporated Exhibit F-1 – Initial Approved HUB Subcontracting Plan ("HUB"). In addition to information required by Section 10.1 above, Contractor shall provide TFC with pertinent details of any participation by a HUB in fulfilling the duties and obligations arising hereunder on Exhibit F-2 – HSP Progress Assessment Report [Form] ("PAR"), attached hereto and incorporated herein for all purposes. PARs shall be submitted monthly with each invoice and are a condition of payment.

(b) **Requirement to Utilize HUB Compliance Reporting System.** Pursuant to Texas Administrative Code, Title 34 §§ 20.85(f)(1)(2) and 20.287(b), TFC administers monthly HUB Subcontracting Plan (HSP) to include the Progressive Assessment Report (PAR) compliance monitoring through a HUB Compliance Reporting System known as B2G. The HUB Compliance Reporting System is the Texas Facilities Commission Historically Underutilized Business (HUB) online reporting system located at <https://tfc.gob2g.com>. The HUB Compliance Reporting System is used to maintain business records documenting compliance with the HUB Subcontracting Plan ("HSP") by submission of monthly Progress Assessment Reports. Contractor and Contractor's Subcontractors must submit required PAR information into the B2G system as a condition of payment. Any delay in the timely submission of PAR information into the B2G system will be treated as a deficiency and the payment request will be subject to suspension until such deficiency has been resolved.

10.3. **FEDERAL, STATE, AND LOCAL REQUIREMENTS.** Contractor shall demonstrate on-site compliance with the Federal Tax Reform Act of 1986, Section 1706, amending Section 530 of the Revenue Act of 1978, dealing with issuance of Form W-2's to common law employees.

Contractor is responsible for both federal and State unemployment insurance coverage and standard Worker's Compensation Insurance coverage. Contractor shall comply with all federal and State tax laws and withholding requirements. The State of Texas shall not be liable to Contractor or its employees for any unemployment or workers' compensation coverage, or federal or State withholding requirements. Contractor shall indemnify the State of Texas and shall pay all costs, penalties, or losses resulting from Contractor's omission or breach of this Section.

10.4. **ENVIRONMENTAL LAWS.** Contractor shall comply with any local, state, or federal law, rule, or regulation pertaining to environmental regulation, contamination, clean-up or disclosure, including, as may be amended from time to time: (i) the Resource Conservation and Recovery Act of 1976 ("RCRA") (42 U.S.C. § 6901 et seq.), as amended by the Used Oil Recycling Act of 1980 (Pub. L. No. 96-463, 94 Stat. 2055 (1980)), the Solid Waste Disposal Act Amendments of 1980 (Pub. L. No. 96-482, 94 Stat. 2334 (1980)), and the Hazardous and Solid Waste Amendments of 1984 (Pub. L. No. 98-616, 98 Stat. 3221 (1984)), and regulations promulgated thereunder; (ii) the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA") (42 U.S.C. § 9601 et seq.), as amended by the Superfund Amendments and Reauthorization Act of 1986 (Pub. L. No. 99-499, 100 Stat. 1613 (1986)), and regulations promulgated thereunder; (iii) the Toxic Substances Control Act (15 U.S.C. § 2601 et seq.); (iv) the Endangered Species Act of 1973 (15 U.S.C. § 1531 et seq.) and its amendments; (v) laws, statutes, ordinances, rules, regulations, orders, or determinations relating to "wetlands," including without limitation those set forth in the Federal Water Pollution Control Act (commonly referred to as the "Clean Water Act") (33 U.S.C. § 1251 et seq.); (vi) the Texas Water Code; and (vii) the Texas Solid Waste Disposal Act (Tex. Health & Safety Code Ann. §§ 361.001–361.345 (West 2016 & Supp. 2016)).

10.5. **PATENT, TRADEMARK, COPYRIGHT AND OTHER INFRINGEMENT CLAIMS.** Contractor shall indemnify, save and hold harmless the State of Texas from and against claims of patent, trademark, copyright, trade secret or other proprietary rights, violations or infringements arising from the State's or Contractor's use of or acquisition of any services or other items provided to the State of Texas by Contractor or otherwise to which the State of Texas has access as a result of Contractor's performance under this Contract, provided that the State shall notify Contractor of any such claim within a reasonable time of the State's receiving notice of any such claim. If Contractor is notified of any claim subject to this section, Contractor shall notify TFC of such claim within five (5) business days of such notice. No settlement of any such claim shall be made by Contractor without TFC's prior written approval. Contractor shall reimburse the State of Texas for any claims, damages, losses, costs, expenses, judgments or any other amounts, including, but not limited to, attorneys' fees and court costs, arising from any such claim. Contractor shall pay all reasonable costs of the State's counsel and shall also pay costs of multiple counsel, if required to avoid conflicts of interest. Contractor represents that it has determined what licenses, patents and permits are required under this Contract and has acquired all such licenses, patents and permits.

10.6. **ELECTRONIC AND INFORMATION RESOURCES ACCESSIBILITY STANDARDS.** (a) Effective September 1, 2006, all state agencies and institutions of higher education shall procure products which comply with the State of Texas accessibility requirements for electronic and



information resources specified in Title 1 of the Texas Administrative Code, Chapter 213 when such products are available in the commercial marketplace or when such products are developed in response to a procurement solicitation.

(b) If applicable, Contractor shall provide the Texas Department of Information Resources (“DIR”) with the universal resource locator (“URL”) to its Voluntary Product Accessibility Template (“VPAT”) for reviewing compliance with the State of Texas Accessibility requirements (based on the federal standards established under Section 508 of the Rehabilitation Act), or indicate that the product/service accessibility information is available from the General Services Administration “Buy Accessible Wizard” (<https://app.buyaccessible.gov/baw/Main.jsp>). Contractors not listed with the “Buy Accessible Wizard” or supplying a URL to their VPAT must provide DIR with a report that addresses the same accessibility criteria in substantively the same format. Additional information regarding the “Buy Accessible Wizard” or obtaining a copy of the VPAT is located at <http://www.section508.gov/>.

10.7. **RELATIONSHIP OF THE PARTIES.** Contractor is associated with TFC only for the purposes and to the extent specified in this Contract, and with respect to performance of the contracted services pursuant to this Contract, Contractor is and shall be an independent contractor. Subject only to the terms of this Contract, Contractor shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for TFC whatsoever with respect to the indebtedness, liabilities, and obligations of Contractor or any other party. Contractor shall be solely responsible for, and TFC shall have no obligation with respect to:

- (i) withholding of income taxes, FICA or any other taxes or fees;
- (ii) industrial or workers compensation insurance coverage;
- (iii) participation in any group insurance plans available to employees of the State of Texas;
- (iv) participation or contributions by the State of Texas to the State Employees Retirement System;
- (v) accumulation of vacation leave or sick leave; or
- (vi) unemployment compensation coverage provided by the State.

10.8. **DRUG FREE WORK PLACE.** Contractor, Contractor’s employees and subcontractor’s shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (Public Law No. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.) and maintain a drug-free work environment; and the final rule, government-wide requirements for drug-free work place

(grants), issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 280, Subpart F) to implement the provisions of the Drug-Free Work Place Act of 1988 is incorporated by reference and Contractor, Contractor's employees, and subcontractors shall comply with the relevant provisions thereof, including any amendments to the final rule that may hereafter be issued.

10.9. **NOTICES.** Any notice required or permitted to be delivered under this Contract shall be deemed delivered when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the TFC or Contractor, as the case may be, at the address set forth below:

For TFC:                      Attention: Legal Services Division  
                                 Texas Facilities Commission  
                                 1711 San Jacinto Blvd., Room 400  
                                 Austin, TX 78701  
                                 Phone: (512) 463-3446  
                                 Fax: (512) 236-6171

For Contractor:            Attention: Lucero Lopez, Operations Manager  
                                 EMR Elevator, Inc.  
                                 2320 Michigan Court  
                                 Arlington, Texas 76016  
                                 Phone: (817) 701-2400  
                                 Email: [Lucero.Lopez@emrelevator.com](mailto:Lucero.Lopez@emrelevator.com)

Notice given in any other manner shall be deemed effective only if and when received by the party to be notified. Either party may change its address for notice by written notice to the other party as herein provided.

10.10. **NAME AND ORGANIZATIONAL CHANGES.** (a) Contractor must provide TFC with written notification of all name changes and organizational changes relating to Contractor including, but not limited to, merger, acquisition or sale no later than ten (10) business days of such change. Contractor, in its notice, shall describe the circumstances of the name change or organizational change, state its new name, provide the new Tax Identification Number, and describe how the change will impact its ability to perform under the Contract. If the change entails personnel changes for personnel performing the responsibilities of the Contract for Contractor, Contractor shall identify the new personnel and provide resumes to TFC, if resumes were originally required by the solicitation. TFC may request other information about the change and its impact on the Contract and Contractor shall supply the requested information within five (5) working days of receipt of the request. All written notifications of organizational change must include a detailed statement specifying the change and supporting documentation evidencing continued right of Contractor or successor entity, as applicable, to maintain its status as a party to this Contract. TFC may terminate the Contract due to any change to Contractor that materially alters Contractor's ability to perform under the Contract.

10.11. **GOVERNING LAW AND VENUE.** This Contract and the rights and obligations of the

parties hereto shall be governed by, and construed according to, the laws of the State of Texas, exclusive of conflicts of law provisions. Venue of any suit brought under this Contract shall be in a court of competent jurisdiction in Travis County, Texas. Contractor irrevocably waives any objection, including any objection to personal jurisdiction or proper venue or based on the grounds of forum non conveniens, which it may now or hereafter have to the filing of any action or proceeding in such jurisdiction in respect of this Contract or any document related hereto. **Nothing in this section shall be construed as a waiver of sovereign immunity by TFC.**

10.12. **SEVERABILITY.** If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

10.13. **PROPER AUTHORITY.** The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract. Contractor acknowledges Contract is effective for the period of time specified in the Contract. Any services performed by Contractor before this Contract is effective or after it ceases to be effective are performed at the sole risk of Contractor.

10.14. **FORCE MAJEURE.** Any delays in or failure of performance by either party, except in respect of the obligation of payments under this Contract, shall not constitute default hereunder if and to the extent such delays or failure of performance are caused by occurrence(s) beyond the reasonable control of the party affected, and which by the exercise of due diligence such party is unable to prevent, herein called "Force Majeure", including acts of God or the public enemy, sabotage, war, mobilization, revolution, civil unrest, riots, strikes, lockouts, fires, accidents breakdowns, or floods, earthquakes, hurricanes or any other natural disaster or governmental actions. In any such event, the party claiming Force Majeure shall promptly notify the other party of the Force Majeure event in writing and, if possible, such notice shall set forth the extent and duration thereof. The party claiming Force Majeure shall exercise due diligence to prevent, eliminate, or overcome such Force Majeure event where it is possible to do so and resume performance at the earliest possible date. However, if non-performance continues for more than thirty (30) days, TFC may terminate this Contract immediately upon written notification to Contractor.

10.15. **LABOR ACTIVITY.** If any strike, boycott, picketing, work stoppage, slowdown, or other labor activity is directed against the Contractor at TFC's facility, which results in the curtailment or discontinuation of services performed herein, TFC shall have the right during said period to employ any means legally permissible to have the work performed.

10.16. **DISPUTE RESOLUTION.** The dispute resolution process provided for in Chapter 2260 of the Texas Government Code must be used by the parties to attempt to resolve all disputes arising under this Contract.

10.17. **COUNTERPARTS.** This Contract may be executed in any number of counterparts, each of which shall be an original, and each such counterpart shall together constitute but one and the same agreement.



10.18. **SCHEDULE OF EXHIBITS.** The following shall be the exhibits to this Contract and ARE incorporated herein by reference.

- |          |             |  |
|----------|-------------|--|
| 10.18.1. | Exhibit A   | TFC Building List and Compensation and Fees.           |
| 10.18.2. | Exhibit B   | State Holiday Schedule FY 2020 – 2021.                 |
| 10.18.3. | Exhibit C   | Elevator Equipment Listing.                            |
| 10.18.4. | Exhibit D   | Criminal Background Checks and Application Guidelines. |
| 10.18.5. | Exhibit E   | Payment, Performance and Rider Bond [Forms].           |
| 10.18.6. | Exhibit F   | HUB Subcontracting Plan [Form].                        |
| 10.18.7. | Exhibit F-1 | Initial Approved HUB Subcontracting Plan.              |
| 10.18.8. | Exhibit F-2 | HSP Progress Assessment Report [Form].                 |

10.19. **NO WAIVER.** Nothing in this Contract shall be construed as a waiver of sovereign immunity by the State of Texas. This Contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the State of Texas. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to the State of Texas under this Contract or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. TFC does not waive any privileges, rights, defenses, or immunities available to TFC by entering into this Contract or by its conduct prior to or subsequent to entering into this Contract.

10.20. **FALSE STATEMENTS; BREACH OF REPRESENTATIONS.** By signature to this Contract, Contractor makes all the representations, warranties, guarantees, certifications and affirmations included in this Contract. If Contractor signs this Contract with a false statement or it is subsequently determined that Contractor has violated any of the representations, warranties, guarantees, certifications or affirmations included in this Contract, Contractor shall be in default under this Contract, and TFC may terminate or void this Contract for cause and pursue other remedies available to TFC under this Contract and applicable law.


10.21. **SURVIVAL OF TERMS.** Termination of the Purchase Order for any reason shall not release Contractor from any liability of obligation set forth in the Purchase Order that is expressly stated to survive any such termination or by its nature would be intended to be applicable following any such termination, including the provisions regarding confidentiality, indemnification, transition, records, audit, property rights, dispute resolution and invoice and verification.

10.22. **ABANDONMENT AND DEFAULT.** If Contractor defaults on this Contract, TFC reserves the right to cancel the Contract without notice and either re-solicit or re-award the Contract to the next best responsive and responsible respondent. The defaulting Contractor will not be considered in the re-solicitation and may not be considered in future solicitations for the same type of work.

10.23. **ANTITRUST AND ASSIGNMENT OF CLAIMS.** Contractor represents and warrants that neither Contractor nor any firm, corporation, partnership, or institution represented by Contractor, or anyone acting for such firm, corporation or institution has (i) violated the antitrust laws of the State of Texas under Tex. Bus. & Com. Code, Chapter 15, or the federal antitrust laws; or (ii) communicated directly or indirectly the proposal to any competitor or any other person engaged in such line of business during the procurement process for this Contract. Contractor assigns to the State of Texas all of Contractor's rights, title, and interest in and to all claims and causes of action Contractor may have under the antitrust laws of Texas or the United States for overcharges associated with the Contract.

10.24. **ENTIRE CONTRACT & MODIFICATION.** This Contract and its integrated attachment(s) constitute the entire agreement of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistently with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification, renewal, extension or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto.

**TEXAS FACILITIES COMMISSION****EMR ELEVATOR, INC.**

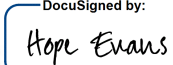
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Mike Novak

Executive Director

Date of execution: 08/07/2019 | 11:24 AM CDT

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Hope Evans

President

Date of execution: 08/07/2019 | 10:57 AM CDT

TFC Contract No. 20-008-000  
EMR Elevator, Inc.  
RFP No. 303-9-00842

**EXHIBIT A**  
**BUILDING LIST AND COMPENSATION AND FEES**

Respondent Name: EMR Elevator, Inc.**EXHIBIT A – BUILDING LIST AND COMPENSATION AND FEES****GROUP #1 - CAPITAL COMPLEX ELEVATORS:** For consideration for award of Group #1, Respondent must provide pricing for every line.

<b>William P. Hobby Building</b>			<b>Group Mo. Cost<sup>1</sup></b>	<b>All Mo. Cost<sup>2</sup></b>
<b>Building #1 (7 Units)</b>				
MCE – M4000-AC-01 Passenger #1	Monthly	Add TBD	1160	580
MCE – M4000-AC-01 Passenger #2	Monthly	Add TBD	1160	580
MCE – M4000-AC-01 Passenger #3	Monthly	Add TBD	1160	580
MCE – M4000-AC-01 Passenger #4	Monthly	Add TBD	1160	580
MCE – HMC-2000 Passenger #5	Semi-Monthly	Add TBD	600	580
MCE – HMC-2000 Passenger #6	Semi-Monthly	Add TBD	600	300
MCE – HMC-2000 Passenger #7	Semi-Monthly	Add TBD	600	300
<b>Building #2 (2 Units)</b>				
MCE – M4000-AC-01 Passenger #11	Monthly	Add TBD	1160	580
MCE – M4000-AC-01 Passenger #12	Monthly	Add TBD	1160	580
<b>Building #3 (3 Units)</b>				
MCE – M4000-AC-01 Passenger #13	Monthly	Add TBD	1160	580
MCE – M4000-AC-01 Passenger #14	Monthly	Add TBD	1160	580
MCE – M4000-AC-01 Passenger #15	Monthly	Add TBD	1160	580
<b>TOTAL: William P. Hobby Building</b>			<b>12,240.00</b>	<b>6,120.00</b>

<b>Parking Garage N</b>			<b>Group Mo. Cost<sup>1</sup></b>	<b>All Mo. Cost<sup>2</sup></b>
<b>(2 Units)</b>				
Dover Passenger VVVF (T4)	Monthly		960	480
Dover Passenger VVVF (T4)	Monthly		960	480
<b>TOTAL: Garage N</b>			<b>1,920.00</b>	<b>960.00</b>

<sup>1</sup>Monthly Cost if awarded Group #1, #2, or #3 Separately<sup>2</sup>Monthly Cost if awarded all Groupings

<b><u>Courts Complex</u></b> <b><u>(Supreme Court Building, Tom C. Clark Building &amp; Price Daniel Building)</u></b>			<b>Group Mo. Cost<sup>1</sup></b>	<b>All Mo. Cost<sup>2</sup></b>
(12 units)				
Dover Hydraulic DMC #1	Semi-Monthly		600	300
Dover Hydraulic DMC #2	Semi-Monthly		600	300
Dover Passenger T-3 #3	Monthly	Replacement Pending	960	480
Dover Passenger T-3 #4	Monthly	Replacement Pending	960	480
Dover Passenger T-3 #5	Monthly	Replacement Pending	960	480
Dover Hydraulic LMH #6	Semi-Monthly	Replacement Pending	600	300
Dover Hydraulic LMH #7	Semi-Monthly	Replacement Pending	600	300
Dover Passenger T-3 #8	Monthly	Replacement Pending	960	480
Dover Passenger T-3 #9	Monthly	Replacement Pending	960	480
Dover Passenger T-3 #10	Monthly	Replacement Pending	960	480
Dover Passenger T-3 #11	Monthly	Replacement Pending	960	480
Dover Relay Logic Passenger #12	Monthly		600	300
<b>TOTAL: Courts Complex</b>			<b>9,720.00</b>	<b>4,860.00</b>

<b><u>Lorenzo de Zavala Archives and Library Building</u></b>			<b>Group Mo. Cost<sup>1</sup></b>	<b>All Mo. Cost<sup>2</sup></b>
(2 Units)				
KONE Resolve 100 Passenger #1 (Main Lobby)	Monthly		960	480
KONE Resolve 100 Passenger #2 (Stacks)	Monthly		960	480
<b>TOTAL: Lorenzo de Zavala Archives and Library Building</b>			<b>1,920.00</b>	<b>960.00</b>

<b><u>Lyndon B. Johnson Building</u></b>			<b>Group Mo. Cost<sup>1</sup></b>	<b>All Mo. Cost<sup>2</sup></b>
(7 Units)				
MCE – i-AC-01 Passenger #1	Monthly	Add TBD	960	480
MCE – i-AC-01 Passenger #2	Monthly	Add TBD	960	480
MCE – i-AC-01 Passenger #3	Monthly	Add TBD	960	480
MCE – i-AC-01 Passenger #4	Monthly	Add TBD	960	480

<sup>1</sup>Monthly Cost if awarded Group #1, #2, or #3 Separately<sup>2</sup>Monthly Cost if awarded all Groupings

MCE – i-AC-01 Passenger #5	Monthly	Add TBD	960	480
MCE – i-AC-01 Passenger #6	Monthly	Add TBD	960	480
THYSSEN TAC 22 Hydro #7 (Treasury Wing)	Semi- Monthly		600	300
<b>TOTAL: Lyndon B. Johnson Building</b>			<b>6,360.00</b>	<b>3,180.00</b>

<b><u>John H. Reagan Building</u></b>			<b>Group Mo. Cost<sup>1</sup></b>	<b>All Mo. Cost<sup>2</sup></b>
(4 Units)				
KONE Miprom Passenger #1	Monthly		960	480
KONE Miprom Passenger #2	Monthly		960	480
KONE Miprom Passenger #3	Monthly		960	480
KONE Miprom Freight #4	Monthly		960	480
<b>TOTAL: John H. Reagan Building</b>			<b>3,840.00</b>	<b>1,920.00</b>

<b><u>Sam Houston Building</u></b>			<b>Group Mo. Cost<sup>1</sup></b>	<b>All Mo. Cost<sup>2</sup></b>
(4 Units)				
Dover Passenger T-4 VVVF #1	Monthly		960	480
Dover Passenger T-4 VVVF #2	Monthly		960	480
Dover Passenger T-4 VVVF #3	Monthly		960	480
Dover Passenger T-4 VVVF #4	Monthly		960	480
<b>TOTAL: Sam Houston Building</b>			<b>3,840.00</b>	<b>1,920.00</b>

<b><u>Stephen F. Austin Building</u></b>			<b>Group Mo. Cost<sup>1</sup></b>	<b>All Mo. Cost<sup>2</sup></b>
(7 Units)				
Schindler Miconic TXR5 Passenger #1	Monthly		960	480
Schindler Miconic TXR5 Passenger #2	Monthly		960	480
Schindler Miconic TXR5 Passenger #3	Monthly		960	480
Schindler Miconic TXR5 Passenger #4	Monthly		960	480
Schindler Miconic TXR5 Passenger #5	Monthly		960	480
Schindler Miconic TXR5 Passenger #6	Monthly		960	480
Schindler Miconic TXR5 Freight #7	Monthly		960	480
<b>TOTAL: Stephen F. Austin Building</b>			<b>6,720.00</b>	<b>3,360.00</b>

<sup>1</sup>Monthly Cost if awarded Group #1, #2, or #3 Separately<sup>2</sup>Monthly Cost if awarded all Groupings

<b><u>William P. Clements Building</u></b>			<b>Group Mo. Cost<sup>1</sup></b>	<b>All Mo. Cost<sup>2</sup></b>
(11 Units)				
<u>High-rise, Floors 9 to 15:</u>		<b>Notes</b>		
EC Pixel DC Passenger #1	Monthly	Add 11/26/2019	960	480
EC Pixel DC Passenger #2	Monthly	Add 11/26/2019	960	480
EC Pixel DC Passenger #3	Monthly	Add 11/26/2019	960	480
EC Pixel DC Passenger #4	Monthly	Add 11/26/2019	960	480
<u>Low-rise, Floors 1 to 8:</u>				
EC Pixel DC Passenger #5	Monthly	Add 11/26/2019	960	480
EC Pixel DC Passenger #6	Monthly	Add 11/26/2019	960	480
EC Pixel DC Passenger #7	Monthly	Add 11/26/2019	960	480
EC Pixel DC Passenger #8	Monthly	Add 11/26/2019	960	480
<u>Basement to 15 floors:</u>				
EC Pixel DC Freight #9	Monthly	Add 11/26/2019	960	480
<u>Parking Garage J:</u>				
Dover Computamatic Passenger #10	Monthly	Replacement Pending	960	480
Dover Computamatic Passenger #11	Monthly	Replacement Pending	960	480
<b>TOTAL: William P. Clements Building</b>			10,560.00	5,280.00

<b><u>Ernest O. Thompson Building</u></b>			<b>Group Mo. Cost<sup>1</sup></b>	<b>All Mo. Cost<sup>2</sup></b>
(3 Units)				
THYSSEN TAC 50 Passenger #1	Monthly		960	480
THYSSEN TAC 50 Passenger #2	Monthly		960	480
THYSSEN TAC 50 Passenger #3	Monthly		960	480
<b>TOTAL: Ernest O. Thompson Building</b>			2,880.00	1,440.00

<b><u>James Earl Rudder Building</u></b>			<b>Group Mo. Cost<sup>1</sup></b>	<b>All Mo. Cost<sup>2</sup></b>
(3 Units)				
MCE – M4000-AC-01 Passenger #1	Monthly	Add 10/5/2019	960	480

<sup>1</sup>Monthly Cost if awarded Group #1, #2, or #3 Separately<sup>2</sup>Monthly Cost if awarded all Groupings

MCE – M4000-AC-01 Passenger #2	Monthly	Add 10/5/2019	960	480
MCE – M4000-AC-01 Freight #3	Monthly	Add 10/5/2019	960	480
<b>TOTAL: James Earl Rudder Building</b>			2,880.00	1,440.00

<u><b>Parking Garage A</b></u>			<b>Group Mo. Cost<sup>1</sup></b>	<b>All Mo. Cost<sup>2</sup></b>
(2 Units)				
Esco Hydraulic Passenger #1	Semi-Monthly	Replacement Pending	600	300
Esco Hydraulic Passenger #2	Semi-Monthly	Replacement Pending	600	300
<b>TOTAL: Parking Garage A</b>			1,200.00	600.00

<u><b>Parking Garage B</b></u>			<b>Group Mo. Cost<sup>1</sup></b>	<b>All Mo. Cost<sup>2</sup></b>
(2 Units)				
Esco Hydraulic Passenger #1	Semi-Monthly	Replacement Pending	600	300
Esco Hydraulic Passenger #2	Semi-Monthly	Replacement Pending	600	300
<b>TOTAL: Parking Garage B</b>			1,200.00	600.00

<u><b>Parking Garage E</b></u>			<b>Group Mo. Cost<sup>1</sup></b>	<b>All Mo. Cost<sup>2</sup></b>
(2 Units)				
Dover VVVF-T4 Passenger #1	Monthly		960	480
Dover VVVF-T4 Passenger #2	Monthly		960	480
			1,920.00	960.00

<u><b>Parking Garage F</b></u>			<b>Group Mo. Cost<sup>1</sup></b>	<b>All Mo. Cost<sup>2</sup></b>
(2 Units)				
Dover DMC Hydraulic Passenger #1	Semi-Monthly	Replacement Pending	600	300
Dover DMC Hydraulic Passenger #2	Semi-Monthly	Replacement Pending	600	300
<b>TOTAL: Parking Garage F</b>			1,200.00	600.00

<u><b>Parking Garage G</b></u>			<b>Group Mo. Cost<sup>1</sup></b>	<b>All Mo. Cost<sup>2</sup></b>
(1 Unit)				
Dover DMC Hydraulic Passenger #1	Semi-Monthly	Replacement Pending	600	300

<sup>1</sup>Monthly Cost if awarded Group #1, #2, or #3 Separately<sup>2</sup>Monthly Cost if awarded all Groupings



<b>TOTAL: Parking Garage G</b>	600.00	300.00
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<b><u>Parking Garage Q</u></b>			<b>Group Mo. Cost<sup>1</sup></b>	<b>All Mo. Cost<sup>2</sup></b>
(2 Units)				
Dover VVVF-T4 Passenger #1	Monthly		960	480
Dover VVVF-T4 Passenger #2	Monthly		960	480
<b>TOTAL: Parking Garage Q</b>			1,920.00	960.00

<b><u>Parking Garage R</u></b>			<b>Group Mo. Cost<sup>1</sup></b>	<b>All Mo. Cost<sup>2</sup></b>
(4 Units)				
Dover VVVF-T4 Passenger #1	Monthly		960	480
Dover VVVF-T4 Passenger #1	Monthly		960	480
Dover VVVF-T4 Passenger #1	Monthly		960	480
Dover VVVF-T4 Passenger #1	Monthly		960	480
<b>TOTAL: Parking Garage R</b>			3,840.00	1,920.00

<b><u>Central Services Building</u></b>			<b>Group Mo. Cost<sup>1</sup></b>	<b>All Mo. Cost<sup>2</sup></b>
(4 Units)				
Dover Solid State Hydraulic Passenger #1	Semi-Monthly		600	300
Dover Solid State Hydraulic Passenger #2	Semi-Monthly		600	300
Westinghouse Hydraulic #3	Semi-Monthly		600	300
Porch Lift Screw	Semi-Monthly		600	300
<b>TOTAL: Central Services Building</b>			2,400.00	1,200.00

<b><u>Central Services Annex</u></b>			<b>Group Mo. Cost<sup>1</sup></b>	<b>All Mo. Cost<sup>2</sup></b>
(1 Unit)				
Dover DMC Hydraulic Passenger #1	Semi-Monthly		600	300
<b>TOTAL: Central Services Annex</b>			600.00	300.00

<b><u>Robert E. Johnson Building</u></b>			<b>Group Mo. Cost<sup>1</sup></b>	<b>All Mo. Cost<sup>2</sup></b>
(7 Units)				
Dover Passenger #1 VVVF - T4	Monthly		960	480
Dover Passenger #2 VVVF - T4	Monthly		960	480
Dover Passenger #3 VVVF - T4	Monthly		960	480

<sup>1</sup>Monthly Cost if awarded Group #1, #2, or #3 Separately<sup>2</sup>Monthly Cost if awarded all Groupings

Dover Passenger #4 VVVF - T4	Monthly		960	480
Dover Passenger #5 VVVF - T4	Monthly		960	480
Dover Passenger #6 VVVF - T4	Monthly		960	480
Dover Passenger #7 VVVF - T4	Monthly		960	480
<b>TOTAL: Robert E. Johnson Building</b>			6,720.00	3,360.00

<b><u>Parking Garage P</u></b>			<b>Group Mo. Cost<sup>1</sup></b>	<b>All Mo. Cost<sup>2</sup></b>
(3 units)				
Dover DMC 1 - Hydraulic #1	Semi-Monthly		600	300
Dover DMC 1 - Hydraulic #2	Semi-Monthly		600	300
Dover DMC 1 - Hydraulic #3	Semi-Monthly		600	300
<b>TOTAL: Parking Garage P</b>			1,800.00	900.00

<b><u>Promontory Point</u></b>			<b>Group Mo. Cost<sup>1</sup></b>	<b>All Mo. Cost<sup>2</sup></b>
(1 unit)				
Dover DMC 1 - Hydraulic #1	Semi-Monthly		600	300
<b>TOTAL: Promontory Point</b>			600.00	300.00

<b><u>Thomas J. Rusk Building</u></b>			<b>Group Mo. Cost<sup>1</sup></b>	<b>All Mo. Cost<sup>2</sup></b>
(4 units)				
MCE 4000 Passenger 1	Monthly		960	480
MCE 4000 Passenger 2	Monthly		960	480
MCE 4000 Passenger 3	Monthly		960	480
MCE 4000 Passenger 4	Monthly		960	480
<b>TOTAL: Thomas J. Rusk Building</b>			3,840.00	1,920.00

<b><u>Insurance Building</u></b>			<b>Group Mo. Cost<sup>1</sup></b>	<b>All Mo. Cost<sup>2</sup></b>
(2 Units)				
Motion M4000 Passenger #1	Monthly		960	480
Motion M4000 Passenger #2	Monthly		960	480
<b>TOTAL: Insurance Building</b>			1,920.00	960.00

<b><u>Insurance Annex Building</u></b>			<b>Group Mo. Cost<sup>1</sup></b>	<b>All Mo. Cost<sup>2</sup></b>
(2 units)				

<sup>1</sup>Monthly Cost if awarded Group #1, #2, or #3 Separately<sup>2</sup>Monthly Cost if awarded all Groupings

MCE 4000 Passenger 1	Monthly		960	480
MCE 4000 Passenger 2	Monthly		960	480
<b>TOTAL: Insurance Annex Building</b>			1,920.00	960.00

<b>John H. Winters Human Services Complex</b>			<b>Group Mo. Cost<sup>1</sup></b>	<b>All Mo. Cost<sup>2</sup></b>
(8 units)				
MCE 4000 Passenger 1	Monthly		960	480
MCE 4000 Passenger 2	Monthly		960	480
MCE 4000 Passenger 3	Monthly		960	480
MCE 4000 Passenger 4	Monthly		960	480
MCE 4000 Freight 5	Monthly		960	480
MCE 4000 Passenger 6	Monthly		960	480
MCE 4000 Passenger 7	Monthly		960	480
MCE 4000 Passenger 8	Monthly		960	480
Montgomery Hydraulic Passenger 9 (KONE)	Semi-Monthly		600	300
Montgomery Hydraulic Passenger 10 (KONE)	Semi-Monthly		600	300
<b>TOTAL: John H. Winters Building</b>			8,880.00	4,440.00

<b>William B. Travis Building</b>			<b>Group Mo. Cost<sup>1</sup></b>	<b>All Mo. Cost<sup>2</sup></b>
(9 units)				
MCE I-DC-01 Passenger 1	Monthly		960	480
MCE I-DC-01 Passenger 2	Monthly		960	480
MCE I-DC-01 Passenger 3	Monthly		960	480
MCE I-DC-01 Passenger 4	Monthly		960	480
MCE I-DC-01 Passenger 5	Monthly		960	480
MCE I-DC-01 Passenger 6	Monthly		960	480
MCE I-DC-01 Passenger 7	Monthly		960	480
MCE I-DC-01 Passenger 8	Monthly		960	480
MCE I-DC-01 Freight 9	Monthly		960	480
<b>TOTAL: William B. Travis Building</b>			8,640.00	4,320.00

<b>TOTAL MONTHLY COST CAPITOL COMPLEX</b>	112,080.00	56,040.00
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**NOTE:** All elevators denoted requiring 'Semi-Monthly' maintenance are HYDRAULIC elevators that must be serviced with this frequency. *Semi-Monthly Maintenance* is defined as occurring twice per month.

#### HOURLY LABOR RATE and MATERIALS

<sup>1</sup>Monthly Cost if awarded Group #1, #2, or #3 Separately

<sup>2</sup>Monthly Cost if awarded all Groupings

The following prices are for services that are not included in the normal preventative maintenance of elevators but would be incurred as a result of services specified under Major Repairs or Exclusions requiring additional parts, components, materials, and labor.

**Labor Rates: Labor Rates provided shall be all inclusive with no additional overhead, profit, etc.**

- Straight time\* hourly rate per qualified elevator maintenance mechanic: \$ 189.00
- Straight time\* hourly rate per elevator maintenance helper: \$ 132.30
- Overtime\*\* hourly rate per qualified elevator maintenance mechanic: \$321.20 M-F/ \$378 weekends & holidays
- Overtime\*\* hourly rate per elevator maintenance helper: \$224.90 M-F/ \$264.60 weekends & holidays

**Materials:**

- Material Markup: Contractor shall invoice at Cost\*\*\* plus 10% percent. (Shall Not Exceed 10%)
- Materials purchased at local retail outlets by Contractor field staff. Contractor shall invoice at cost (sales receipt/invoiced price).

**Bonds (As Needed):**

- Payment and Performance Bonds (if required): Contractor shall invoice at cost (sales receipt/invoiced price).

\*Straight time is defined as 7:00 AM – 6:00 PM Monday through Friday.

\*\*Overtime is defined as any hours that fall outside of Normal Hours. Overtime rate shall not exceed 1.5 the standard rate.

\*\*\*Cost – TFC reserves the right to request from Contractor receipts, invoices or other documentation for verification purposes.

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<sup>1</sup>Monthly Cost if awarded Group #1, #2, or #3 Separately

<sup>2</sup>Monthly Cost if awarded all Groupings

Respondent Name: EMR Elevator, Inc.**EXHIBIT A – BUILDING LIST AND COMPENSATION AND FEES****GROUP #2 – NORTH AUSTIN COMPLEX ELEVATORS:** For consideration for award of Group #2,  
Respondent must provide pricing for every line.Maintenance is **monthly** unless otherwise noted.

<b>DARS- Administration Building</b>			<b>Group Mo. Cost<sup>1</sup></b>	<b>All Mo. Cost<sup>2</sup></b>
(1 Unit)				
Dover Hydraulic Passenger	Semi-Monthly		600	300
<b>TOTAL: DARS - Administration Building</b>			600.00	300.00

<b>Brown-Heatly Office Complex</b>			<b>Group Mo. Cost<sup>1</sup></b>	<b>All Mo. Cost<sup>2</sup></b>
(5 Units)		<b>Notes</b>		
Elevator Controls Pixel AC Passenger #1	Monthly	Add 11/26/19	960	480
Elevator Controls Pixel AC Passenger #2	Monthly	Add 11/26/19	960	480
Elevator Controls Pixel AC Passenger #3	Monthly	Add 11/26/19	960	480
Elevator Controls Pixel AC Passenger #4	Monthly	Add 11/26/19	960	480
Elevator Controls Pixel AC Service #5	Monthly	Add 11/26/19	960	480
<b>Parking Garage H</b>				
(4 Units – semi-monthly maintenance)				
Elevator Controls Pixel Hydro Passenger #6	Semi-Monthly	Add 11/26/19	600	300
Elevator Controls Pixel Hydro Passenger #7	Semi-Monthly	Add 11/26/19	600	300
Elevator Controls Pixel Hydro Passenger #8	Semi-Monthly	Add 11/26/19	600	300
Elevator Controls Pixel Hydro Passenger #9	Semi-Monthly	Add 11/26/19	600	300
<b>TOTAL: Brown-Heatly Office Complex</b>			7,200.00	3,600.00

<b>Human Services Warehouse Facility</b>			<b>Group Mo. Cost<sup>1</sup></b>	<b>All Mo. Cost<sup>2</sup></b>
(1 Unit – semi-monthly maintenance)				
Dover Relay Logic Passenger	Semi-Monthly		600	300
<b>TOTAL: Human Services Warehouse Facility</b>			600.00	300.00

<sup>1</sup>Monthly Cost if awarded Group #1, #2, or #3 Separately<sup>2</sup>Monthly Cost if awarded all Groupings

<b>State Records Center</b>			<b>Group Mo. Cost<sup>1</sup></b>	<b>All Mo. Cost<sup>2</sup></b>
(2 Units)				
Cargo Lift (No Manufacturer / Model noted)			250	125
Cargo Lift (No Manufacturer / Model noted)			250	125
<b>TOTAL: State Records Center</b>			<b>500.00</b>	<b>250.00</b>

<b>TCEQ Complex</b>			<b>Group Mo. Cost<sup>1</sup></b>	<b>All Mo. Cost<sup>2</sup></b>
<b>Building A</b>				
(4 Units)				
Dover DMC Hydraulic Passenger #1	Semi-Monthly		600	300
Dover DMC Hydraulic Passenger #2	Semi-Monthly		600	300
Dover DMC Hydraulic Passenger #3	Semi-Monthly		600	300
Dover DMC Hydraulic Passenger #4	Semi-Monthly		600	300
<b>Building B</b>				
(1 Unit)				
Dover DMC Hydraulic Passenger #1	Semi-Monthly		600	300
<b>Building C</b>				
(3 Units)				
Elevator Controls H-800 Passenger #1	Semi-Monthly		600	300
Elevator Controls H-800 Passenger #2	Semi-Monthly		600	300
MCE 2000 Freight #3	Semi-Monthly		600	300
<b>Building D</b>				
(1 Unit)				
MCE 2000 Passenger #1	Semi-Monthly		600	300
<b>Building E</b>				
(2 Units)				
MCE 2000 Passenger #1	Semi-Monthly		600	300
MCE 2000 Passenger #2	Semi-Monthly		600	300
<b>TOTAL: TCEQ Complex</b>			<b>6,600.00</b>	<b>3,300.00</b>

<b>TDH COMPLEX</b>				
<b>Robert D Moreton Building (4 units)</b>			<b>Group Mo. Cost<sup>1</sup></b>	<b>All Mo. Cost<sup>2</sup></b>
Elevator Control Engineering Passenger #1	Monthly		960	480
Elevator Control Engineering Passenger #2	Monthly		960	480
Elevator Control Engineering Passenger #3	Monthly		960	480
Elevator Control Engineering Passenger #4	Monthly		960	480

<sup>1</sup>Monthly Cost if awarded Group #1, #2, or #3 Separately<sup>2</sup>Monthly Cost if awarded all Groupings

<b>TOTAL: Robert D Moreton Building</b>			3,840.00	1920.00
<b>Robert B Bernstein Building (DSHS G Building)</b>			<b>Group Mo. Cost<sup>1</sup></b>	<b>All Mo. Cost<sup>2</sup></b>
(2 units)				
Motion Control Engineering Passenger #1	Monthly	Replacement Pending	960	480
Motion Control Engineering Passenger #2	Monthly	Replacement Pending	960	480
<b>TOTAL: Robert B Bernstein Building</b>			1,920.00	960.00

<b>DSHS Tower Building</b>			<b>Group Mo. Cost<sup>1</sup></b>	<b>All Mo. Cost<sup>2</sup></b>
(4 units)				
KONE Resolve 100 Passenger #1	Monthly		960	480
KONE Resolve 100 Passenger #2	Monthly		960	480
KONE Resolve 100 Passenger #3	Monthly		960	480
KONE Resolve 100 Passenger #4	Monthly		960	480
<b>TOTAL: DSHS Tower Building</b>			3,840.00	1,920.00
<b>DBGL (New Lab)</b>			<b>Group Mo. Cost<sup>1</sup></b>	<b>All Mo. Cost<sup>2</sup></b>
(3 Units)				
Thyssen TAC 50 Passenger #1	Monthly		1500	750
Thyssen TAC 50 Passenger #2	Monthly		1500	750
Thyssen TAC 50 Freight #3	Monthly		1500	750
<b>TOTAL: DBGL (New Lab)</b>			4,500.00	2,250.00
<b>DHB (old MHMR)</b>			<b>Group Mo. Cost<sup>1</sup></b>	<b>All Mo. Cost<sup>2</sup></b>
(2 units)				
Dover LMH - B Hydraulic Passenger #1	Semi-Monthly	Will Change Soon	600	300
Dover LMH - B Hydraulic Passenger #2	Semi-Monthly	Will Change Soon	600	300
<b>TOTAL: DHB (Old MHMR)</b>			1,200.00	600.00

<b>TSBVI Texas School for the Blind and Visually Impaired</b>			<b>Group Mo. Cost<sup>1</sup></b>	<b>All Mo. Cost<sup>2</sup></b>
(2 Units)				
Schindler 3300 (Building 609)	Semi-Monthly		960	480
KONE KCM831 (Building 600)	Semi-Monthly		960	480
<b>TOTAL: TSBVI Texas School for the Blind and Visually Impaired</b>			1,920.00	960.00

<b>TOTAL MONTHLY COST NORTH AUSTIN COMPLEXES</b>			32,720.00	16,360.00
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**NOTE:** All elevators denoted requiring 'Semi-Monthly' maintenance are HYDRAULIC elevators that must be serviced with this frequency. *Semi-Monthly Maintenance* is defined as occurring twice per month.

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<sup>1</sup>Monthly Cost if awarded Group #1, #2, or #3 Separately

<sup>2</sup>Monthly Cost if awarded all Groupings



**HOURLY LABOR RATE and MATERIALS**

The following prices are for services that are not included in the normal preventative maintenance of elevators but would be incurred as a result of services specified under Major Repairs or Exclusions requiring additional parts, components, materials, and labor.

**Labor Rates: Labor Rates provided shall be all inclusive with no additional overhead, profit, etc.**

- Straight time\* hourly rate per qualified elevator maintenance mechanic: \$ 189.00
- Straight time\* hourly rate per elevator maintenance helper: \$ 132.30
- Overtime\*\* hourly rate per qualified elevator maintenance mechanic: \$321.30 M-F / \$378 weekends & holidays
- Overtime\*\* hourly rate per elevator maintenance helper: \$224.90 M-F / \$264.60 weekends & holidays

**Materials:**

- Material Markup: Contractor shall invoice at Cost\*\*\* plus 10% percent. (Shall Not Exceed 10%)
- Materials purchased at local retail outlets by Contractor field staff. Contractor shall invoice at cost (sales receipt/invoiced price).

**Bonds (As Needed):**

- Payment and Performance Bonds (if required): Contractor shall invoice at cost (sales receipt/invoiced price).

\*Straight time is defined as 7:00 AM – 6:00 PM Monday through Friday.

\*\*Overtime is defined as any hours that fall outside of Normal Hours. Overtime rate shall not exceed 1.5 the standard rate.

\*\*\*Cost – TFC reserves the right to request from Contractor receipts, invoices or other documentation for verification purposes.

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<sup>1</sup>Monthly Cost if awarded Group #1, #2, or #3 Separately

<sup>2</sup>Monthly Cost if awarded all Groupings

Respondent Name: EMR Elevator, Inc.**EXHIBIT A – BUILDING LIST AND COMPENSATION AND FEES****GROUP #3 – TEXAS SCHOOL FOR THE DEAF:** For consideration for award of Group #3, Respondent must provide pricing for every line.Maintenance is **Semi-Monthly** unless otherwise noted.

<u>Lewis Hall</u>		Group Mo. Cost <sup>1</sup>	All Mo. Cost <sup>2</sup>
(1 Unit)			
MCE HMC-1000 Hydraulic Passenger	Semi-Monthly	600	300

<u>Ford Building</u>		Group Mo. Cost <sup>1</sup>	All Mo. Cost <sup>2</sup>
(1 Unit)			
MCE HMC-1000 Hydraulic Passenger	Semi-Monthly	600	300

<u>Pease/Administration Building</u>		Group Mo. Cost <sup>1</sup>	All Mo. Cost <sup>2</sup>
(1 Unit)			
Dover Solid State Hydraulic Passenger	Semi-Monthly	600	300

<u>High School</u>		Group Mo. Cost <sup>1</sup>	All Mo. Cost <sup>2</sup>
(1 Unit)			
MCE HMC-1000 Hydraulic Passenger	Semi-Monthly	600	300

<u>Middle School</u>		Group Mo. Cost <sup>1</sup>	All Mo. Cost <sup>2</sup>
(1 Unit)			
MCE HMC-1000 Hydraulic Passenger	Semi-Monthly	600	300

<u>Columbo Swim Center (outside)</u>		Group Mo. Cost <sup>1</sup>	All Mo. Cost <sup>2</sup>
(1 Unit)			
MCE HMC-1000 Hydraulic Passenger	Semi-Monthly	600	300

<u>Columbo Swim Center (inside)</u>		Group Mo. Cost <sup>1</sup>	All Mo. Cost <sup>2</sup>
(1 Unit)		600	300
MCE HMC-1000 Hydraulic Passenger	Semi-Monthly		

<b>TOTAL MONTHLY COST TEXAS SCHOOL FOR THE DEAF</b>		4,200.00	2,100.00
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**NOTE:** All elevators denoted requiring 'Semi-Monthly' maintenance are HYDRAULIC elevators that must be serviced with this frequency. *Semi-Monthly Maintenance* is defined as occurring twice per month.

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<sup>1</sup>Monthly Cost if awarded Group #1, #2, or #3 Separately<sup>2</sup>Monthly Cost if awarded all Groupings

**HOURLY LABOR RATE and MATERIALS**

The following prices are for services that are not included in the normal preventative maintenance of elevators but would be incurred as a result of services specified under Major Repairs or Exclusions requiring additional parts, components, materials, and labor.

**Labor Rates: Labor Rates provided shall be all inclusive with no additional overhead, profit, etc.**

- Straight time\* hourly rate per qualified elevator maintenance mechanic: \$189.00
- Straight time\* hourly rate per elevator maintenance helper: \$132.30
- Overtime\*\* hourly rate per qualified elevator maintenance mechanic: \$321.30 M-F / \$378 weekends & holidays
- Overtime\*\* hourly rate per elevator maintenance helper: \$224.90 M-F / \$264.60 weekends & holidays

**Materials:**

- Material Markup: Contractor shall invoice at Cost\*\*\* plus 10% percent. (Shall Not Exceed 10%)
- Materials purchased at local retail outlets by Contractor field staff. Contractor shall invoice at cost (sales receipt/invoiced price).

**Bonds (As Needed):**

- Payment and Performance Bonds (if required): Contractor shall invoice at cost (sales receipt/invoiced price).

\*Straight time is defined as 7:00 AM – 6:00 PM Monday through Friday.

\*\*Overtime is defined as any hours that fall outside of Normal Hours. Overtime rate shall not exceed 1.5 the standard rate.

\*\*\*Cost – TFC reserves the right to request from Contractor receipts, invoices or other documentation for verification purposes.

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<sup>1</sup>Monthly Cost if awarded Group #1, #2, or #3 Separately

<sup>2</sup>Monthly Cost if awarded all Groupings

TFC Contract No. 20-008-000  
EMR Elevator, Inc.  
RFP No. 303-9-00842

**EXHIBIT B**  
**STATE HOLIDAY SCHEDULE FY 2020 - 2021**

TFC Contract No. 20-008-000

Exhibit B

EMR Elevator, Inc.

State Holiday Schedule for Fiscal Year 2020			
Holiday	Agency Status	Date	Day of Week
Labor Day	All agencies closed.	9-02-19	Monday
Rosh Hashanah	Optional Holiday	9-30-19	Monday
Rosh Hashanah	Optional Holiday	10-01-19	Tuesday
Yom Kippur	Optional Holiday	10-09-19	Wednesday
Veterans Day	All agencies closed.	11-11-19	Monday
Thanksgiving Day	All agencies closed.	11-28-19	Thursday
Day after Thanksgiving	All agencies closed.	11-29-19	Friday
Christmas Eve Day	All agencies closed.	12-24-19	Tuesday
Christmas Day	All agencies closed.	12-25-19	Wednesday
Day after Christmas	All agencies closed.	12-26-19	Thursday
New Year's Day	All agencies closed.	1-01-20	Wednesday
Confederate Heroes Day		1-19-20	Sunday
Martin Luther King, Jr. Day	All agencies closed.	1-20-20	Monday
Presidents' Day	All agencies closed.	2-17-20	Monday
Texas Independence Day	Skeleton crew required.	3-02-20	Monday
Cesar Chavez Day	Optional Holiday	3-31-20	Tuesday
Good Friday	Optional Holiday	4-10-20	Friday
San Jacinto Day	Skeleton crew required.	4-21-20	Tuesday
Memorial Day	All agencies closed.	5-25-20	Monday
Emancipation Day	Skeleton crew required.	6-19-20	Friday
Independence Day		7-04-20	Saturday
LBJ Day	Skeleton crew required.	8-27-20	Thursday

State Holiday Schedule for Fiscal Year 2021			
Holiday	Agency Status	Date	Day of Week
Labor Day	All agencies closed.	9-07-20	Monday
Rosh Hashanah		9-19-20	Saturday
Rosh Hashanah		9-20-20	Sunday
Yom Kippur	Optional Holiday	9-28-20	Monday
Veterans Day	All agencies closed.	11-11-20	Wednesday
Thanksgiving Day	All agencies closed.	11-26-20	Thursday
Day after Thanksgiving	All agencies closed.	11-27-20	Friday
Christmas Eve Day	All agencies closed.	12-24-20	Thursday
Christmas Day	All agencies closed.	12-25-20	Friday
Day after Christmas		12-26-20	Saturday
New Year's Day	All agencies closed.	1-01-21	Friday
Martin Luther King, Jr. Day	All agencies closed.	1-18-21	Monday
Confederate Heroes Day	Skeleton crew required.	1-19-21	Tuesday
Presidents' Day	All agencies closed.	2-15-21	Monday
Texas Independence Day	Skeleton crew required.	3-02-21	Tuesday
Cesar Chavez Day	Optional Holiday	3-31-21	Wednesday
Good Friday	Optional Holiday	4-02-21	Friday
San Jacinto Day	Skeleton crew required.	4-21-21	Wednesday
Memorial Day	All agencies closed.	5-31-21	Monday
Emancipation Day		6-19-21	Saturday
Independence Day		7-04-21	Sunday
LBJ Day	Skeleton crew required.	8-27-21	Friday

TFC Contract No. 20-008-000  
EMR Elevator, Inc.  
RFP No. 303-9-00842

## **EXHIBIT C**

### **ELEVATOR EQUIPMENT LISTING**



TFC Contract No. 20-008-000

Exhibit C  
EMR Elevator, Inc.

Facility Code	Building Name	Address	ELB#	# OF ELEV.	Capacity	FPM	# OF FLOORS	Building	Decal	Manufacturer of Elevators	Model Number	Serial Number	Year Installed / Altered
ARC	Lorenzo de Zavala Archives & Library	1200 Brazos St	6240	1	2500	350	9 (Rear Doors)	ARC Building	74278	Kone	Resolve 100	20285043	2010
				2	3500	350	5	ARC Building	74276	Kone	Resolve 100	20285042	2010
SCB	Supreme Court Building	205 West 14th St	309	1	2500	125	5	SCB Building	17213	Dover	DMC	E-86746	1991
				2	2500	125	5	SCB Building	17214	Dover	DMC	E-86747	1991
TCC	Thomas C Clark	205 West 14th St	309	3	3000	500	9	TCC Building	17218	Dover	T-III	C-80228	1993
				4	3000	500	9	TCC Building	17217	Dover	T-III	C-80229	1993
				5	4500	500	9	TCC Building	17216	Dover	T-III	C-80230	1993
				6	2500	125	3	TCC Building	17212	Dover	LMH	FB-0232	1991
				7	3000	125	3	PKM Garage	28039	Dover	LMH	FB-0233	1990
PDB	Price Daniel Building	205 West 14th St	309	8	3500	500	10	PDB Building	28038	Dover	T-III	C-80224	1990
				9	3500	500	10	PDB Building	28037	Dover	T-III	C-80225	1990
				10	3500	500	10	PDB Building	28035	Dover	T-III	C-80226	1990
				11	3500	500	10	PDB Building	28036	Dover	T-III	C-80227	1990
				12	2100	150	2	PDB Building	28040	Dover	Relay Logic	C-80231	1989
CSB	Central Service Building	1711 San Jacinto	6244	1	3000	150	4	CSB Building	20999	Dover	Solid State	E93550	1987
				2	3000	150	4	CSB Building	21000	Dover	Solid State	E55001	1987
				3	2000	100	2	CSB Building	21002	Westinghouse	MPH 2	HG 87682-01	1987
				4	500	12	2 (Landings)	CSB Building	60104	Porch-Lift	Screw	C222	1991
CSX	Central Service Annex Building	311 East 14th St	589	1	2000	100	3	CSX Building	45130	Dover	DMC	EM7437	2001
INS	Insurance Building	1100 San Jacinto	1964	1	3500	200	4	INS Building	89611	MCE	M4000-AC-01	3329700	2014
				2	3500	200	4	INS Building	1134	MCE	M4000-AC-01	3329703	2013
INX	Insurance Annex	221 East 11th St	1958	1	2500	200	5	INX Building	84008	MCE	M4000-AC-01	3302664	2012
				2	2500	200	5	INX Building	80091	MCE	M4000-AC-01	3302667	2012
JER	James E Rudder	1019 Brazos St	307	1	3000	350	6	JER Building	86693	MCE	M4000-AC-01	3389466	2018
				2	3000	350	6	JER Building	86696	MCE	M4000-AC-01	3389469	2018
				3	4500	350	6	JER Building	95703	MCE	M4000-AC-01	3389473	2018
JHR	John H Reagan	105 West 15th St	1990	1	3500	350	6	JHR Building	53609	Kone	Miprom 21	CT-145297	2002
				2	3500	350	6	JHR Building	53610	Kone	Miprom 21	CT-145298	2002
				3	3500	350	6	JHR Building	53611	Kone	Miprom 21	CT-145299	2002
				4	6000	350	7 (Rear Door)	JHR Building	49873	Kone	Miprom 21	CT-145300	2002
THO	E O Thompson	920 Colorado	350	1	2500	500	10	THO	51464	TKE	TAC-50	BN1471	2002
				2	2500	500	11	THO	31222	TKE	TAC-50	BN1472	2002
				3	2500	500	10	THO	51407	TKE	TAC-50	BN1473	2002
TSBV	School for the Blind		34438	Bdg 600	3000	150	2	TSBV Bldg #600	74300	Kone	KCM831	20292780	2010
			36741	Bdg 609	3000	150	2	TSBV Bldg #609	86651	Schindler	3300	G4049	2013
TSD	School for the Deaf	1102 S Congress	10845	1	2500	125	2	Ford Vocational	36002	MCE	HMC-1000	3099091	2004
			10847	2	1500	125	2	Pease	36003	Dover	Solid State	E49528	1977
			9627	3	4500	150	4	Middle School	66106	MCE	HMC-1000	3215948	2006
			9627	4	2100	160	4	High School	64680	MCE	HMC-1000	3215946	2006
			10846	5	5000	125	2	Natatorium	64654	MCE	HMC-1000	3215952	2006
			10846	6	2100	125	2	Columbo Swim	64661	MCE	HMC-1000	3215950	2006
			6250	7	2100	160	3	Lewis Hall	66132	MCE	HMC-1000	3215942	2006
			7899	8	2100	160	3	Koen Hall	66107	MCE	HMC-1000	3215944	2006
WBT	William B Travis Building	1701 North Congress	6249	1	3500	500	13	WBT Building	80085	MCE	I-DC-01	3292744	2012
				2	3500	500	13	WBT Building	80086	MCE	I-DC-01	3292747	2012
				3	3500	500	13	WBT Building	80065	MCE	I-DC-01	3292750	2012
				4	3500	500	13	WBT Building	80066	MCE	I-DC-01	3292753	2012
				5	3500	500	13	WBT Building	80032	MCE	I-DC-01	3292756	2011



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Exhibit C  
EMR Elevator, Inc.

				6	3500	500	13	WBT Building	80033	MCE	I-DC-01	3292759	2011
				7	3500	500	13	WBT Building	80058	MCE	I-DC-01	3292762	2012
				8	3500	500	13	WBT Building	80059	MCE	I-DC-01	3292765	2012
				9	8000	250	13	WBT Building	84002	MCE	MCE-4000	3292792	2012
LBJ	Lyndon B Johnson	111 East 17th St	305	1	3500	350	11	LBJ Main Building	TBD	MCE	I-AC-01	TBD	2019
				2	5000	350	12	LBJ Main Building	TBD	MCE	I-AC-01	TBD	2019
				3	4000	350	11	LBJ Main Building	95706	MCE	I-AC-01	3407760	2018
				4	4000	350	11	LBJ Main Building	95707	MCE	I-AC-01	3407763	2018
				5	3500	350	11	LBJ Main Building	95711	MCE	I-AC-01	3407766	2019
				6	3500	350	11	LBJ Main Building	95712	MCE	I-AC-01	3407769	2019
				7	2000	125	2	LBJ Annex	67472	TKE	TAC-22	FX0348	2007
REJ	Robert E Johnson	1501 Congress Ave.	13711	1	3500	350	7	REJ A Building	33863	Dover	T-IV	CJ1593	2000
				2	3500	350	7	REJ A Building	33864	Dover	T-IV	CJ1594	2000
				3	4000	350	7	REJ A Building	33865	Dover	T-IV	CJ1595	2000
				4	3500	350	6	REJ B Building	33866	Dover	T-IV	CJ1596	2000
				5	3500	350	6	REJ B Building	33567	Dover	T-IV	CJ1597	2000
				6	3500	350	6	REJ B Building	33868	Dover	T-IV	CJ1598	2000
				7	6000	350	6	REJ C Building	33879	Dover	T-IV	CJ1599	2000
SHB	Sam Houston Building	201 East 14th St	1986	1	3500	450	11	SHB Building	22262	Dover	T-IV	B-G0163	1996
				2	3500	450	11	SHB Building	22263	Dover	T-IV	B-G0164	1996
				3	3500	450	11	SHB Building	22264	Dover	T-IV	B-G0165	1996
				4	3500	450	11	SHB Building	22265	Dover	T-IV	B-G0166	1996
SFA	Stephen F Austin	1700 North Congress	8955	1	3000	500	12	SFA Building	70817	Schindler	Miconic TXR5	E4948-01	2008
				2	3000	500	12	SFA Building	70818	Schindler	Miconic TXR5	E4948-02	2008
				3	3000	500	12	SFA Building	70819	Schindler	Miconic TXR5	E4948-03	2009
				4	3000	500	12	SFA Building	70820	Schindler	Miconic TXR5	E4948-04	2009
				5	3000	500	12	SFA Building	70821	Schindler	Miconic TXR5	E4948-05	2009
				6	3000	500	12	SFA Building	70822	Schindler	Miconic TXR5	E4948-06	2009
				7	5000	200	13 (Rear Door)	SFA Building	70823	Schindler	Miconic TXR5	E4947	2009
TJR	Thomas J Rusk	208 East 10th St	6245	1	2500	350	9	TJR Building	80030	MCE	M4000-AC-01	3293212	2011
				2	2500	350	9	TJR Building	80031	MCE	M4000-AC-01	3293215	2011
				3	2500	350	9	TJR Building	80049	MCE	M4000-AC-01	3293218	2011
				4	2500	350	9	TJR Building	80050	MCE	M4000-AC-01	3293261	2011
WPC	William P Clements	300 West 15th St	6227	1	3500	700	9 (High Rise)	WPC Building	86699	Elevator Controls	Pixel DC	25892	2018
				2	3500	700	9 (High Rise)	WPC Building	86700	Elevator Controls	Pixel DC	25893	2018
				3	3500	700	9 (High Rise)	WPC Building	86685	Elevator Controls	Pixel DC	25894	2017
				4	3500	700	9 (High Rise)	WPC Building	86686	Elevator Controls	Pixel DC	25895	2017
				5	3500	350	8 (Low Rise)	WPC Building	86698	Elevator Controls	Pixel AC	25896	2018
				6	3500	350	8 (Low Rise)	WPC Building	86697	Elevator Controls	Pixel AC	25897	2018
				7	3500	350	8 (Low Rise)	WPC Building	86687	Elevator Controls	Pixel AC	25898	2017
				8	3500	350	8 (Low Rise)	WPC Building	86688	Elevator Controls	Pixel AC	25899	2017
				9	4500	350	16 (All Floors)	WPC Building	95709	Elevator Controls	Pixel DC	25900	2018
		Under DM Project		10	2500	350	9	PKJ Garage	19517	Dover	Computatic	C39677	1985
		Under DM Project		11	2500	350	9	PKJ Garage	19518	Dover	Computatic	C39678	1985
WPH	William P Hobby	333 Guadalupe St	6243	1	3000	350	15	Tower 1	40024	MCE	M4000-AC-01		2018
				2	3000	350	13	Tower 1	40011	MCE	M4000-AC-01	3390819	2018
				3	3000	350	13	Tower 1	40081	MCE	M4000-AC-01	3390842	2018
				4	3000	350	13	Tower 1	40059	MCE	M4000-AC-01	3390845	2018
				5	4000	125	2	PKL	86684	MCE	HMC-2000	3388520	2017
				6	3000	115	3	PKL	19524	MCE	HMC-2000	3388522	2019



## TFC Contract No. 20-008-000

Exhibit C  
EMR Elevator, Inc.

				7	3000	115	3	PKL	95705	MCE	HMC-2000	3388524	2018
				11	3000	350	5	Tower 2	103049	MCE	M4000-AC-01	3389476	2018
				12	3000	350	7	Tower 2	95715	MCE	M4000-AC-01	3389479	2019
				13	3000	350	11	Tower 3	40004	Dover	T-IV	B-J3166	Will be 2019
				14	3000	350	9	Tower 3	40032	Dover	T-IV	B-J3167	Will be 2019
				15	3000	350	9	Tower 3	40016	Dover	T-IV	B-J3168	Will be 2019
PROM	Promontory Point Building	4404 Promontory	3727	1	2100	100	2	PROM Building	13891	Dover	DMC	ED5553	1993
PKA	Parking Garage A	1401 San Jacinto	1989	1	3000	120	5	PKA Garage	21003	Esco	Relay Logic	10896	Will be 2019
				2	3000	120	5	PKA Garage	21004	Esco	Relay Logic	10897	Will be 2019
PKB	Parking Garage B	1511 San Jacinto	1988	1	3000	120	4	PKB Garage	21005	Esco	Relay Logic	10899	Will be 2019
				2	3000	120	4	PKB Garage	21006	Esco	Relay Logic	10898	Will be 2019
PKE	Parking Garage E	1604 Colorado St	590	1	2500	350	7	PKE Garage	43998	Dover	T-IV	BK2882	1999
				2	2500	350	7	PKE Garage	43975	Dover	T-IV	BK2883	1999
PKF	Parking Garage F	1311 San Jacinto	6230	1	3000	150	4	PKF Garage	19537	Dover	DMC	D03500	Will be 2019
				2	3000	150	4	PKF Garage	19538	Dover	DMC	D03499	Will be 2019
PKG	Parking Garage G	315 East 17th St	6229	1	3000	150	5	PKG	19540	Dover	DMC	D03507	Will be 2019
PKR	Parking Garage R	1700 San Jacinto	13684	1	3500	350	7	PKR Garage	33870	Dover	T-IV	CJ7737	2000
				2	3500	350	7	PKR Garage	33871	Dover	T-IV	CJ7738	2000
				3	3500	350	7	PKR Garage	33872	Dover	T-IV	CJ7739	2000
				4	3500	350	7	PKR Garage	33873	Dover	T-IV	CJ7740	2000
PKN	Parking Garage N	300 San Antonio	8375	1	2500	350	5	PKN Garage	26581	Dover	T-IV	C-E9294	1995
				2	2500	350	4	PKN Garage	26582	Dover	T-IV	C-E9295	1995
PKP	Parking Garage P	1520 San Jacinto	9542	1	3500	175	7	PKP Garage	4122	Dover	DMC	EG7196	1997
				2	3500	175	7	PKP Garage	4123	Dover	DMC	EG7197	1997
				3	3500	175	7	PKP Garage	4128	Dover	DMC	EG7198	1997
PKQ	Parking Garage Q	1600 San Jacinto	13420	1	3500	350	8	PKQ Garage	33830	Dover	Trafiomatic IV	C-J5683	1999
				2	3500	350	8	PKQ Garage	33831	Dover	Trafiomatic IV	C-J5682	1999
DARS	DARS	4800 North Lamar	1826	1	4000	125	3	Main Building	13930	Dover	Solid State	E81712	1984
BHB	Brown Heatly Building (BHB)	4900 North Lamar	6228	1	3000	350	7	Main Building	86682	Elevator Controls	Pixel AC	26913	2017
BHB				2	3000	350	7	Main Building	86683	Elevator Controls	Pixel AC	26914	2017
BHB				3	3000	350	7	Main Building	86691	Elevator Controls	Pixel AC	26915	2018
BHB				4	3000	350	14 (rear doors)	Main Building	86692	Elevator Controls	Pixel AC	26916	2018
BHB				5	4500	200	7	Main Building	86695	Elevator Controls	Pixel AC	26917	2018
PKH	Parking Garage H (BHB)			6	2500	160	6	Parking Garage	95704	Elevator Controls	Pixel Hydro	26106	2018
PKH				7	2500	160	6	Parking Garage	86694	Elevator Controls	Pixel Hydro	26105	2018
PKH				8	2500	150	6	Parking Garage	95708	Elevator Controls	Pixel Hydro	26107	2018
PKH				9	2500	150	6	Parking Garage	95701	Elevator Controls	Pixel Hydro	26108	2018
DHB	Dept of Health B Building (Formerly MHMR)	909 West 45th St	8956	1	3500	150	3	Main Building	20407	Elevator Controls	Pixel Hydro	Getting MOD	2019
				2	3500	150	4	Main Building	20406	Elevator Controls	Pixel Hydro	Getting MOD	2019
DBGL (DHNL)	Dr. Bob Glaze Lab (Formerly Dept of Health New Lab)	1100 West 49th St	12345	1	3500	350	7	DBGL Building	51434	Thyssen Krupp	TAC-50	CL9455	2000
				2	3500	350	7	DBGL Building	51435	Thyssen Krupp	TAC-50	CL9456	2000
				3	7000	250	8	DBGL Building	29193	Thyssen Krupp	TAC-50	CL9458	2000
DHT	Dept of Health Tower	1100 West 49th St	12345	1	3500	300	8	DHT Building	91204	KONE	ReSolve 100	203842316	2015
				2	3500	300	8	DHT Building	91205	KONE	ReSolve 100	20384217	2015
				3	3500	300	8	DHT Building	91209	KONE	ReSolve 100	20384218	2015
				4	3500	300	8	DHT Building	91210	KONE	ReSolve 100	201384219	2015
JHW	John H Winters	701 West 51st St	1987	1	3500	350	7	East Tower	80062	MCE	M4000-AC-01	3293592	2012
				2	3500	350	7	East Tower	80063	MCE	M4000-AC-01	3293595	2012
				3	3500	350	7	East Tower	80057	MCE	M4000-AC-01	3293598	2012
				4	3500	350	7	East Tower	80056	MCE	M4000-AC-01	3293621	2012



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				5	4500	200	7	East Tower	80079	MCE	M4000-AC-01	3294306	2012
				6	3500	350	6	West Tower	80039	MCE	M4000-AC-01	3293979	2011
				7	3500	350	6	West Tower	80028	MCE	M4000-AC-01	3294022	2011
				8	3500	350	6	West Tower	80029	MCE	M4000-AC-01	3294025	2011
				9	4000	125	3	Data Center	77946	KONE	KCM-831	20302818	2011
				10	4000	125	3	Data Center	77962	KONE	KCM-831	20302819	2011
P35A	Park 35 Circle Building A	12124 North IH 35	4779	1	3000	150	3	Building A	11018	Dover	DMC-1	ED4068	1993
				2	3000	150	3	Building A	11019	Dover	DMC-1	ED4069	1993
				3	3000	150	3	Building A	11020	Dover	DMC-1	ED4070	1993
				4	4500	125	3	Building A	11021	Dover	DMC-1	ED4071	1993
P35B	Park 35 Circle Building B	12124 North IH 35	4778	1	4000	150	2	Building B	11014	Dover	DMC-1	EC3783	1991
P35C	Park 35 Circle Building C	12124 North IH 35	7164	1	2500	150	3	Building C	42158	Elevator Controls	H-800	9025	2003
				2	2500	150	3	Building C	42159	Elevator Controls	H-800	9024	2003
				3	4000	150	3	Building C	80019	MCE	HMC-2000	3289496	2011
P35D	Park 35 Circle Building D	12124 North IH 35	7165	1	4000	150	3	Building D	80014	MCE	HMC-2000	3289490	2011
P35E	Park 35 Circle Building E	12124 North IH 35	7166	1	3000	150	3	Building E	80006	MCE	HMC-2000	3289492	2011
				2	3000	150	3	Building E	80007	MCE	HMC-2000	3289494	2011
RBB	Robert Bernstein Building	1100 West 49th St	12345	1	2500	200	5	RBB Building	33359	MCE	VVMC-1000	3403	2000
				2	2500	200	5	RBB Building	33360	MCE	VVMC-1000	3402	2000
RDM	Robert D Morton	1100 West 49th St	12345	1	3500	350	7	RDM Building	33368	Elevator Controls	V-800	6787	2001
				2	3500	350	7	RDM Building	33369	Elevator Controls	V-800	6788	2001
				3	3500	350	7	RDM Building	33371	Elevator Controls	V-800	6808	2001
				4	3500	350	7	RDM Building	33370	Elevator Controls	V-800	6789	2001
HSW	Human Services Warehouse	1111 North Loop	8957	1	2100	100	2	HSW Building	13931	Dover	Relay Logic	E91891	1987

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## **EXHIBIT D**

# **CRIMINAL BACKGROUND CHECKS AND APPLICATION GUIDELINES**

## Texas Facilities Commission---Criminal Background Checks and Application Guidelines

## TEXAS FACILITIES COMMISSION

### CRIMINAL BACKGROUND CHECKS AND APPLICATION

### GUIDELINES

It is the policy of the Texas Facilities Commission ("TFC") that all contractor employees and subcontractors that will complete any work on-site at a state-owned property may be subject to a criminal background check. Any expense associated with such criminal background check shall be borne by the contractor. Contractor employees and subcontracts who work in case-sensitive areas shall be required to submit to a criminal history background check. If requested by TFC, a complete criminal background check shall be completed before any employee performs services at the site. Criminal background checks must be performed by the Texas Department of Public Safety ("DPS") and must be on the form provide by TFC.

#### I. CRIMINAL HISTORY CRITERIA

Employers should use the following criminal history criteria when hiring employees to perform work for TFC. Any employee failing to meet the minimum standard will be denied. If special circumstances exist, please contact the TFC representative for clarification or further consideration.

A conviction or deferred adjudication for one of the following offenses will result in the **permanent disqualification** of a person from eligibility to provide contractual services with Texas Facilities Commission:

- (i) any act causing death as defined in Texas Penal Code; and
- (ii) any felony or misdemeanor involving arson, burglary, breach of computer security, credit card abuse, counterfeiting, forgery, kidnapping, robbery, stalking, terroristic threat, theft, and any sexual offense designated as a felony in Texas Penal Code.

Additionally, anyone who has a current duty to register as a sex offender, is under indictment or is a fugitive from justice is disqualified.

## Texas Facilities Commission---Criminal Background Checks and Application Guidelines

For individuals who have a conviction or deferred adjudication for felonies not enumerated above, 10 years must have passed from the time of disposition or discharge of probation in order for that person to be eligible to provide contractual services with the TFC.

For individuals who have a misdemeanor conviction or deferred adjudication for misdemeanors not enumerated above, 5 years must have passed from the time of disposition or discharge of probation in order for that person to be eligible to provide contractual services with the TFC.

## II. CRIMINAL BACKGROUND PROCESS

DPS has entered into an exclusive contract with Identogo Centers, formerly L-1 Enrollment Services, operated by MorphoTrust USA. Identogo by MorphoTrust is the exclusive live scan fingerprinting provider for DPS. All TFC contractors that are subject to TFC criminal background check requirements must create an account with Identogo in accordance with the Identogo Account Application and requirements attached hereto as "Attachment A". Thereafter, all contractor employees and subcontractors must follow the registration procedures attached hereto as "Attachment A" including using the ***Texas Facilities Commission Service Code 11G6ZN***. All necessary instructions and information to schedule a fingerprint appointment is included in Attachment A. In addition, the only service code accepted by DPS for a TFC criminal background check is the service code provided in Attachment A, hereto, therefore, if an individual does not use the service code in Attachment A, he or she may be required to repeat the process at the expense of contractor. Contractors can begin the process by simply clicking on this link:

<https://uenroll.identogo.com/servicecode/11G6ZN>

Additionally, forms and instructions can be found on the Identogo website at <http://www.identogo.com> by clicking on the State of Texas. Links on that page include one for online scheduling and a list for the state-wide fingerprinting locations. The waiver form for the criminal background check is attached hereto as "Attachment B". In the event Contractor needs to set up a new account, please refer to the attached link for instructions: <http://www.l1enrollment.com/state/forms/tx/566718664f05a.pdf>.

## III. CRIMINAL HISTORY ERROR RESOLUTION

The Error Resolution Unit ("ER") is responsible for updating and evaluating possible errors in criminal history records. Potential errors are reported to ER by law enforcement, judicial agencies, as well as private citizens.

If an applicant would like to make a request that a criminal history record be updated or corrected, the applicant will need to supply certified documents to the ER. Required forms and additional information submit a correction request to the ER can be found at:

[http://txdps.state.tx.us/administration/crime\\_records/pages/errorresolution.htm](http://txdps.state.tx.us/administration/crime_records/pages/errorresolution.htm).

## IV. TFC CONTACTS

For any questions involving the TFC criminal background check process, please contact the following:

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Exhibit D

EMR Elevator, Inc.

Texas Facilities Commission---Criminal Background Checks and Application Guidelines

Tommy Oates, Deputy Executive Director

Office: 512-463-3057

Cell: 512-463-3376

Email: [tommy.oates@tfc.state.tx.us](mailto:tommy.oates@tfc.state.tx.us)

Mandy Burrell, Manager

Office: 512-463-1799

Cell: 512-247-1290

Email:

[mandy.burrell@tfc.state.tx.us](mailto:mandy.burrell@tfc.state.tx.us)



## Texas Facilities Commission---Criminal Background Checks and Application Guidelines

**ATTACHMENT A****Facilities Commission (ORI Facilities Commission/Service Code 11G6ZN)**

The general process for electronic fingerprinting is:

1. Schedule an appointment to be electronically fingerprinted by MorphoTrust USA at one of their IdentoGo enrollment centers.
  - Internet based scheduling is the quickest and most convenient way to obtain a fingerprint appointment.
    - a. **You may begin the process now by simply clicking on this link:**  
<https://uenroll.identogo.com/servicecode/11G6ZN>
    - b. Provide all required pre-enrollment data and select a convenient date and time for your appointment
  - If you prefer to schedule over the telephone, you must:
    - a. Have your Service Code ready (**11G6ZN**), then call **888.467.2080**;
    - b. MorphoTrust will prompt you for the Service Code (**11G6ZN**);
    - c. Provide all required pre-enrollment data and select a convenient date and time for your appointment
2. Arrive at your scheduled appointment with your photo identification and fee
  - If you plan on bringing a form of identification other than a valid (unexpired) TX Driver License, please refer to the Department of Public Safety's acceptable document types here: <http://www.tl1enrollment.com/state/forms/tx/55fc619a7f7aa.doc>
  - MorphoTrust accepts Visa/MasterCard/Discover/American Express, business checks, money orders and coupon codes (employer accounts) at the time of service.
  - Please note that personal checks and cash are **not accepted**.
3. Your fingerprints will be submitted electronically to DPS and the FBI. You will not receive a printed fingerprint card.
4. At the conclusion of your appointment, the MorphoTrust enrollment agent will provide you with an IdentoGo receipt stating that you were fingerprinted.
  - Do not throw away the receipt;
  - You may check status on your submission by clicking on this link:  
<https://uenroll.identogo.com/servicecode/11G6ZN> and then;
  - Click "**Check Status**"

Fingerprints provided for this application shall be used to check criminal history records of the Texas Department of Public Safety and the Federal Bureau of Investigation, in accordance with applicable statutes.

TFC Contract No. 20-008-000

Exhibit D

EMR Elevator, Inc.

Texas Facilities Commission---Criminal Background Checks and Application Guidelines

## **ATTACHMENT B**

**IdentoGO**  
By MorphoTrust USA

Facilities Commission

Texas Fingerprint Service Code Form

**Service Name: Facilities Commission**

To schedule your ten-minute fingerprint appointment, simply visit  
**<https://uenroll.identogo.com>** and enter the following Service Code

**11G6ZN**

Service Code is unique to your hiring/licensing agency. Do not use this code for another purpose.

**Background Check Waiver**

I certify that all information I provided in relation to this criminal history record check is true and accurate. I authorize the Texas Department of Public Safety (DPS) to access Texas and Federal criminal history record information that pertains to me and disseminate that information to the designated Authorized Agency or Qualified Entity with which I am or am seeking to be employed or to serve as a volunteer, through the DPS Fingerprint-based Applicant Clearinghouse of Texas and as authorized by Texas Government Code Chapter 411 and any other applicable state or federal statute or policy.

I authorize the Texas Department of Public Safety to submit my fingerprints and other application information to the FBI for the purpose of comparing the submitted information to available records in order to identify other information that may be pertinent to the application. I authorize the FBI to disclose potentially pertinent information to the DPS during the processing of this application and for as long hereafter as may be relevant to the activity for which this application is being submitted. I understand that the FBI may also retain my fingerprints and other applicant information in the FBI's permanent collection of fingerprints and related information, where all such data will be subject to comparisons against other submissions received by the FBI and to further disseminations by the FBI as may be authorized under the Privacy Act of 1974 (5 USC 552a). I understand my fingerprints will be searched by and against civil, criminal and latent fingerprints in the Next Generation Identification (NGI) system. I understand I am entitled to obtain a copy of any criminal history record check and challenge the accuracy and completeness of the information before a final determination is made by the Qualified Entity. I also understand the Qualified Entity may deny me access to children, the elderly, or individuals with disabilities until the criminal history record check is completed. If a need arises to challenge the FBI record response, you may contact the agency that submitted the information to the FBI, or you may send a written challenge request to the FBI's Criminal Justice Information Services (CJIS) Division at FBI CJIS Division, Attention: Correspondence Group, 1000 Custer Hollow Road, Clarksburg, WV 26306.



Don't have access to the Internet? You can still schedule an appointment by calling 888.467.2080

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**EXHIBIT E**  
**PAYMENT, PERFORMANCE AND RIDER BOND [FORMS]**

TFC Contract No. 20-008-000

Exhibit E

EMR Elevator, Inc.

**PAYMENT BOND**

STATE OF TEXAS

COUNTY OF \_\_\_\_\_

LET IT BE KNOWN BY THIS INSTRUMENT:

That we, \_\_\_\_\_ as principal

and we \_\_\_\_\_ a corporation  
duly authorized to do business in this State, as Surety(s), are this date held and firmly  
bound unto the State of Texas in the amount of \_\_\_\_\_

Dollars \$ \_\_\_\_\_

for payment of which indemnity the said Principal and Surety, by this declaration, do firmly bind  
themselves, their heirs, executors, administrators, successors and assigns, jointly and individually.Since a Contract, which by reference is made a part hereof, exists between Principal and the State  
of Texas, acting by and through the Texas Facilities Commission, and dated \_\_\_\_\_

for the \_\_\_\_\_

The conditions of this obligation are, therefore, such that it shall remain in full force and effect unless  
and until the Principal shall faithfully perform the Contract in accordance with the Contract  
Documents.The liabilities, rights, limitations, and remedies concerning this Bond shall be determined in  
accordance with the provisions of Chapter 2253 of the Texas Government Code, amended by Acts  
of 73<sup>rd</sup> Legislature, 1993 pursuant to which Bond is executed.IN WITNESS TO THIS DECLARATION, the said Principal and Surety(s) have signed and sealed this  
instrument

this \_\_\_\_\_ day of \_\_\_\_\_

PRINCIPAL

SURETY

By \_\_\_\_\_ By \_\_\_\_\_

Bond Identification No. \_\_\_\_\_

Address of Attorney-In-Fact \_\_\_\_\_

Telephone No. of Attorney-In-Fact \_\_\_\_\_



TFC Contract No. 20-008-000

Exhibit E

EMR Elevator, Inc.

**PERFORMANCE BOND**STATE OF TEXAS  
COUNTY OF \_\_\_\_\_

LET IT BE KNOWN BY THIS INSTRUMENT:

That we, \_\_\_\_\_ as principal

and we \_\_\_\_\_ a corporation  
duly authorized to do business in this State, as Surety(s), are this date held and firmly  
bound unto the State of Texas in the amount of \_\_\_\_\_

Dollars \$ \_\_\_\_\_

for payment of which indemnity the said Principal and Surety, by this declaration, do firmly bind  
themselves, their heirs, executors, administrators, successors and assigns, jointly and individually.Since a Contract, which by reference is made a part hereof, exists between Principal and the State  
of Texas, acting by and through the Texas Facilities Commission, and dated \_\_\_\_\_ for the \_\_\_\_\_The conditions of this obligation are, therefore, such that it shall remain in full force and effect unless  
and until the Principal shall faithfully perform the Contract in accordance with the Contract  
Documents.In the event of Principal's failure, as defined by the Contract Documents, to faithfully perform the  
Contract, Surety(s) will within fifteen (15) days of determination of default, assume full responsibility  
for completion of said Contract and become entitled to payment of the balance of the Contract  
amount.The liabilities, rights, limitations, and remedies concerning this Bond shall be determined in  
accordance with the provisions of Chapter 2253 of the Texas Government Code, amended by Acts  
of 73<sup>rd</sup> Legislature, 1993 pursuant to which Bond is executed.IN WITNESS TO THIS DECLARATION, the said Principal and Surety(s) have signed and sealed this  
instrument

this \_\_\_\_\_ day of \_\_\_\_\_

PRINCIPAL

SURETY

By \_\_\_\_\_ By \_\_\_\_\_

Bond Identification No. \_\_\_\_\_

\_\_\_\_\_  
Address of Attorney-In-Fact\_\_\_\_\_  
Telephone No. of Attorney-In-Fact

TFC Contract No. 20-008-000  
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RFP No. 303-9-00842

**EXHIBIT F**  
**HUB SUBCONTRACTING PLAN [FORM]**



Rev. 2/17

# HUB Subcontracting Plan (HSP)

In accordance with Texas Gov't Code §2161.252, the contracting agency has determined that subcontracting opportunities are probable under this contract. Therefore, all respondents, including State of Texas certified Historically Underutilized Businesses (HUBs) must complete and submit this State of Texas HUB Subcontracting Plan (HSP) with their response to the bid requisition (solicitation).

**NOTE: Responses that do not include a completed HSP shall be rejected pursuant to Texas Gov't Code §2161.252(b).**

The HUB Program promotes equal business opportunities for economically disadvantaged persons to contract with the State of Texas in accordance with the goals specified in the 2009 State of Texas Disparity Study. The statewide HUB goals defined in 34 Texas Administrative Code (TAC) §20.284 are:

- **11.2 percent for heavy construction other than building contracts,**
- **21.1 percent for all building construction, including general contractors and operative builders' contracts,**
- **32.9 percent for all special trade construction contracts,**
- **23.7 percent for professional services contracts,**
- **26.0 percent for all other services contracts, and**
- **21.1 percent for commodities contracts.**

## -- Agency Special Instructions/Additional Requirements --

*In accordance with 34 TAC §20.285(d)(1)(D)(iii), a respondent (prime contractor) may demonstrate good faith effort to utilize Texas certified HUBs for its subcontracting opportunities if the total value of the respondent's subcontracts with Texas certified HUBs meets or exceeds the statewide HUB goal or the agency specific HUB goal, whichever is higher. When a respondent uses this method to demonstrate good faith effort, the respondent must identify the HUBs with which it will subcontract. If using existing contracts with Texas certified HUBs to satisfy this requirement, only the aggregate percentage of the contracts expected to be subcontracted to HUBs with which the respondent does not have a continuous contract\* in place for more than five (5) years shall qualify for meeting the HUB goal. This limitation is designed to encourage vendor rotation as recommended by the 2009 Texas Disparity Study.*

## SECTION 1: RESPONDENT AND REQUISITION INFORMATION

- a. Respondent (Company) Name: \_\_\_\_\_ State of Texas VID #: \_\_\_\_\_  
 Point of Contact: \_\_\_\_\_ Phone #: \_\_\_\_\_  
 E-mail Address: \_\_\_\_\_ Fax #: \_\_\_\_\_
- b. Is your company a State of Texas certified HUB? ☐ - Yes ☐ - No
- c. Requisition #: \_\_\_\_\_ Bid Open Date: \_\_\_\_\_

(mm/dd/yyyy)



Enter your company's name here: \_\_\_\_\_ Requisition #: \_\_\_\_\_

## SECTION 2: RESPONDENT'S SUBCONTRACTING INTENTIONS

After dividing the contract work into reasonable lots or portions to the extent consistent with prudent industry practices, and taking into consideration the scope of work to be performed under the proposed contract, including all potential subcontracting opportunities, the respondent must determine what portions of work, **including contracted staffing, goods and services will be subcontracted**. Note: In accordance with 34 TAC §20.282, a "Subcontractor" means a person who contracts with a prime contractor to work, to supply commodities, or to contribute toward completing work for a governmental entity.

a. Check the appropriate box (Yes or No) that identifies your subcontracting intentions:

- ☐ - **Yes**, I will be subcontracting portions of the contract. (If **Yes**, complete Item b of this SECTION and continue to Item c of this SECTION.)
- ☐ - **No**, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources, including employees, goods and services. (If **No**, continue to SECTION 3 and SECTION 4.)

b. List all the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you <b>do not</b> have a continuous contract* in place for more than five (5) years.	Percentage of the contract expected to be subcontracted to HUBs with which you have a continuous contract* in place for more than five (5) years.	Percentage of the contract expected to be subcontracted to non-HUBs.
1		%	%	%
2		%	%	%
3		%	%	%
4		%	%	%
5		%	%	%
6		%	%	%
7		%	%	%
8		%	%	%
9		%	%	%
10		%	%	%
11		%	%	%
12		%	%	%
13		%	%	%
14		%	%	%
15		%	%	%
Aggregate percentages of the contract expected to be subcontracted:		%	%	%

(Note: If you have more than fifteen subcontracting opportunities, a continuation sheet is available online at <https://www.comptroller.texas.gov/purchasing/vendor/hub/forms.php>.)

c. Check the appropriate box (Yes or No) that indicates whether you will be using only Texas certified HUBs to perform all of the subcontracting opportunities you listed in SECTION 2, Item b.

- ☐ - **Yes** (If **Yes**, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed.)
- ☐ - **No** (If **No**, continue to Item d, of this SECTION.)

d. Check the appropriate box (Yes or No) that indicates whether the aggregate expected percentage of the contract you will subcontract with Texas certified HUBs with which you **do not** have a continuous contract\* in place with for more than five (5) years, meets or exceeds the HUB goal the contracting agency identified on page 1 in the "Agency Special Instructions/Additional Requirements."

- ☐ - **Yes** (If **Yes**, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed.)
- ☐ - **No** (If **No**, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed.)

**\*Continuous Contract:** Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.

Enter your company's name here: \_\_\_\_\_

Requisition #: \_\_\_\_\_

**SECTION 2: RESPONDENT's SUBCONTRACTING INTENTIONS (CONTINUATION SHEET)**

This page can be used as a continuation sheet to the HSP Form's page 2, Section 2, Item b. Continue listing the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you <u>do not</u> have a <u>continuous contract*</u> in place for <u>more than five (5) years</u> .	Percentage of the contract expected to be subcontracted to HUBs with which you have a <u>continuous contract*</u> in place for <u>more than five (5) years</u> .	Percentage of the contract expected to be subcontracted to non-HUBs.
16		%	%	%
17		%	%	%
18		%	%	%
19		%	%	%
20		%	%	%
21		%	%	%
22		%	%	%
23		%	%	%
24		%	%	%
25		%	%	%
26		%	%	%
27		%	%	%
28		%	%	%
29		%	%	%
30		%	%	%
31		%	%	%
32		%	%	%
33		%	%	%
34		%	%	%
35		%	%	%
36		%	%	%
37		%	%	%
38		%	%	%
39		%	%	%
40		%	%	%
41		%	%	%
42		%	%	%
43		%	%	%
Aggregate percentages of the contract expected to be subcontracted:		%	%	%

**\*Continuous Contract:** Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.



Enter your company's name here: \_\_\_\_\_

Requisition #: \_\_\_\_\_

**SECTION 3: SELF PERFORMING JUSTIFICATION** (If you responded "No" to SECTION 2, Item a, you must complete this SECTION and continue to SECTION 4.) If you responded "No" to SECTION 2, Item a, in the space provided below **explain how** your company will perform the entire contract with its own employees, supplies, materials and/or equipment.

#### SECTION 4: AFFIRMATION

As evidenced by my signature below, I affirm that I am an authorized representative of the respondent listed in SECTION 1, and that the information and supporting documentation submitted with the HSP is true and correct. Respondent understands and agrees that, if awarded any portion of the requisition:

- The respondent will provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor for the awarded contract. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.
- The respondent must submit monthly compliance reports (Prime Contractor Progress Assessment Report – PAR) to the contracting agency, verifying its compliance with the HSP, including the use of and expenditures made to its subcontractors (HUBs and Non-HUBs). (The PAR is available at <https://www.comptroller.texas.gov/purchasing/docs/hub-forms/ProgressAssessmentReportForm.xls>).
- The respondent must seek approval from the contracting agency prior to making any modifications to its HSP, including the hiring of additional or different subcontractors and the termination of a subcontractor the respondent identified in its HSP. If the HSP is modified without the contracting agency's prior approval, respondent may be subject to any and all enforcement remedies available under the contract or otherwise available by law, up to and including debarment from all state contracting.
- The respondent must, upon request, allow the contracting agency to perform on-site reviews of the company's headquarters and/or work-site where services are being performed and must provide documentation regarding staffing and other resources.

\_\_\_\_\_  
Signature\_\_\_\_\_  
Printed Name\_\_\_\_\_  
Title\_\_\_\_\_  
Date  
(mm/dd/yyyy)

#### Reminder:

- If you responded "Yes" to SECTION 2, Items c or d, you must complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed in SECTION 2, Item b.
- If you responded "No" SECTION 2, Items c and d, you must complete an "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed in SECTION 2, Item b.





**HSP Good Faith Effort - Method B (Attachment B)**

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Enter your company's name here: \_\_\_\_\_

Requisition #: \_\_\_\_\_

**IMPORTANT:** If you responded "No" to SECTION 2, Items c and d of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed in SECTION 2, Item b of the completed HSP form. You may photo-copy this page or download the form at <https://www.comptroller.texas.gov/purchasing/docs/hub-forms/hub-sbcont-plan-gfe-achm-b.pdf>.

**SECTION B-1: SUBCONTRACTING OPPORTUNITY**

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

Item Number: \_\_\_\_\_ Description: \_\_\_\_\_

**SECTION B-2: MENTOR PROTÉGÉ PROGRAM**

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting its Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the subcontracting opportunity listed in SECTION B-1, constitutes a good faith effort to subcontract with a Texas certified HUB towards that specific portion of work.

Check the appropriate box (Yes or No) that indicates whether you will be subcontracting the portion of work you listed in SECTION B-1 to your Protégé.

☐ - Yes (If **Yes**, continue to SECTION B-4.)

☐ - No / Not Applicable (If **No** or **Not Applicable**, continue to SECTION B-3 and SECTION B-4.)

**SECTION B-3: NOTIFICATION OF SUBCONTRACTING OPPORTUNITY**

When completing this section you **MUST** comply with items **a, b, c and d**, thereby demonstrating your Good Faith Effort of having notified Texas certified HUBs and trade organizations or development centers about the subcontracting opportunity you listed in SECTION B-1. Your notice should include the scope of work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. When sending notice of your subcontracting opportunity, you are encouraged to use the attached HUB Subcontracting Opportunity Notice form, which is also available online at <https://www.comptroller.texas.gov/purchasing/docs/hub-forms/HUBSubcontractingOpportunityNotificationForm.pdf>.

Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs and trade organizations or development centers. Also, be mindful that a working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.

- a. Provide written notification of the subcontracting opportunity you listed in SECTION B-1, to three (3) or more Texas certified HUBs. Unless the contracting agency specified a different time period, you must allow the HUBs at least seven (7) working days to respond to the notice prior to you submitting your bid response to the contracting agency. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at <http://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp>. HUB status code "A" signifies that the company is a Texas certified HUB.
- b. List the **three (3) Texas certified HUBs** you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the company's Texas Vendor Identification (VID) Number, the date you sent notice to that company, and indicate whether it was responsive or non-responsive to your subcontracting opportunity notice.

Company Name	Texas VID (Do not enter Social Security Numbers.)	Date Notice Sent (mm/dd/yyyy)	Did the HUB Respond?
			<input type="checkbox"/> - Yes <input type="checkbox"/> - No
			<input type="checkbox"/> - Yes <input type="checkbox"/> - No
			<input type="checkbox"/> - Yes <input type="checkbox"/> - No

- c. Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to two (2) or more trade organizations or development centers in Texas to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to trade organizations or development centers at least seven (7) working days prior to submitting your bid response to the contracting agency. A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program's webpage at <https://www.comptroller.texas.gov/purchasing/vendor/hub/resources.php>.
- d. List **two (2) trade organizations or development centers** you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

Trade Organizations or Development Centers	Date Notice Sent (mm/dd/yyyy)	Was the Notice Accepted?
		<input type="checkbox"/> - Yes <input type="checkbox"/> - No
		<input type="checkbox"/> - Yes <input type="checkbox"/> - No

**HSP Good Faith Effort - Method B (Attachment B) Cont.**

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Enter your company's name here: \_\_\_\_\_ Requisition #: \_\_\_\_\_

**SECTION B-4: SUBCONTRACTOR SELECTION**

Enter the item number and description of the subcontracting opportunity you listed in **SECTION 2, Item b**, of the completed HSP form for which you are completing the attachment.

- a. Enter the item number and description of the subcontracting opportunity for which you are completing this Attachment B continuation page.

Item Number: \_\_\_\_\_ Description: \_\_\_\_\_

- b. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in **SECTION B-1**. Also identify whether they are a Texas certified HUB and their Texas Vendor Identification (VID) Number or federal Employer Identification Number (EIN), the approximate dollar value of the work to be subcontracted, and the expected percentage of work to be subcontracted. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at <http://mycpa.cpa.state.tx.us/tpasscmbsearch/index.jsp>. HUB status code "A" signifies that the company is a Texas certified HUB.

Company Name	Texas certified HUB	Texas VID or federal EIN <small>Do not enter Social Security Numbers. If you do not know their VID / EIN, leave their VID / EIN field blank.</small>	Approximate Dollar Amount	Expected Percentage of Contract
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%

- c. If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in **SECTION B-1** is not a Texas certified HUB, provide written justification for your selection process (attach additional page if necessary):

**REMINDER:** As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity it (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.



# HUB Subcontracting Opportunity Notification Form

In accordance with Texas Gov't Code, Chapter 2161, each state agency that considers entering into a contract with an expected value of \$100,000 or more shall, before the agency solicits bids, proposals, offers, or other applicable expressions of interest, determine whether subcontracting opportunities are probable under the contract. The state agency I have identified below in **Section B** has determined that subcontracting opportunities are probable under the requisition to which my company will be responding.

34 Texas Administrative Code, §20.285 requires all respondents (prime contractors) bidding on the contract to provide notice of each of their subcontracting opportunities to at least three (3) Texas certified HUBs (who work within the respective industry applicable to the subcontracting opportunity), and allow the HUBs at least seven (7) working days to respond to the notice prior to the respondent submitting its bid response to the contracting agency. In addition, at least seven (7) working days prior to submitting its bid response to the contracting agency, the respondent must provide notice of each of its subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code §20.282(19)(C).

We respectfully request that vendors interested in bidding on the subcontracting opportunity scope of work identified in **Section C, Item 2**, reply no later than the date and time identified in **Section C, Item 1**. Submit your response to the point-of-contact referenced in **Section A**.

## SECTION A: PRIME CONTRACTOR'S INFORMATION

Company Name: \_\_\_\_\_  
 Point-of-Contact: \_\_\_\_\_  
 E-mail Address: \_\_\_\_\_

State of Texas VID #: \_\_\_\_\_  
 Phone #: \_\_\_\_\_  
 Fax #: \_\_\_\_\_

## SECTION B: CONTRACTING STATE AGENCY AND REQUISITION INFORMATION

Agency Name: \_\_\_\_\_  
 Point-of-Contact: \_\_\_\_\_  
 Requisition #: \_\_\_\_\_

Phone #: \_\_\_\_\_  
 Bid Open Date: \_\_\_\_\_  
 (mm/dd/yyyy)

## SECTION C: SUBCONTRACTING OPPORTUNITY RESPONSE DUE DATE, DESCRIPTION, REQUIREMENTS AND RELATED INFORMATION

### 1. Potential Subcontractor's Bid Response Due Date:

If you would like for our company to consider your company's bid for the subcontracting opportunity identified below in Item 2,  
 we must receive your bid response no later than \_\_\_\_\_ on \_\_\_\_\_ .  
 Central Time Date (mm/dd/yyyy)

*In accordance with 34 TAC §20.285, each notice of subcontracting opportunity shall be provided to at least three (3) Texas certified HUBs, and allow the HUBs at least seven (7) working days to respond to the notice prior to submitting our bid response to the contracting agency. In addition, at least seven (7) working days prior to us submitting our bid response to the contracting agency, we must provide notice of each of our subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code, §20.282(19)(C).*

*(A working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.)*

### 2. Subcontracting Opportunity Scope of Work:

### 3. Required Qualifications:

☐ - Not Applicable

### 4. Bonding/Insurance Requirements:

☐ - Not Applicable

### 5. Location to review plans/specifications:

☐ - Not Applicable



TFC Contract No. 20-008-000  
EMR Elevator, Inc.  
RFP No. 303-9-00842

**EXHIBIT F-1**  
**INITIAL APPROVED HUB SUBCONTRACTING PLAN**

**Texas Facilities Commission (TFC)  
HUB Program  
EVALUATION OF RESPONDENT'S HUB SUBCONTRACTING PLAN (HSP)**

**Instructions:** This evaluation must be completed for each response before it can be considered further. Please complete a separate evaluation sheet for each response within five(5) business days after the opening date of the solicitation.

**Section I:**

**Name of Respondent:** EMR Elevator

**Name of Project:** Elevator Maintenance Services

**Contract #: Reg #: 303-9-00842 PO #: Project:**  
**RFQ #: RFP #: IFB #:**

**Services:** ☒ AE: ☐ CMR: ☐ RC: ☐ IDIQ: ☐ **Assignment #: Amendment #: GMP #: POCN #:**

TFC HUB Coordinator has reviewed the above referenced HSP response to this solicitation and finds that the HSP:

☒ **complies with**

☐ **does not comply with**

applicable HUB requirements under the Texas Government Code and Texas Administrative Code. See Sections II & III for specific details.

**Method Used to Achieving HUB Compliance:**

**Respondent shall self-perform all services by providing all materials and performing all needed services to fulfill all requirements of the contract.**

**Yolanda Strey**

Print/Type Name:

 5/2/19  
TFC HUB Director/Date

**Section II:**

	YES	NO	N/A
<b>Does the respondent intend to subcontract?</b>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

**Instructions:** If "Yes," do not proceed to the following questions. If "No," proceed to the next question.

**Comments:** \_\_\_\_\_

Did the respondent verify that no subcontractors would be used in the performance of the work (verification must be provided on the form prescribed in the solicitation).

☒

☐

☐

**Section III:****Respondents who DO intend to subcontract:**

	YES	NO	N/A
1. Did the respondent divide the work into reasonable portions, consistent	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**Texas Facilities Commission (TFC)****HUB Program****EVALUATION OF RESPONDENT'S HUB SUBCONTRACTING PLAN (HSP)**

with prudent industry practices (Identified the areas of subcontracting)?B

Comments: \_\_\_\_\_

- |  | YES                      | NO                       | N/A                                 |
|--|--------------------------|--------------------------|-------------------------------------|
| 2. Did the respondent provide notice to HUBs of the work that the respondent intends to subcontract, in accordance with 1 T.A.C. Section 111.147 | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

Comments: \_\_\_\_\_

- |  | YES                      | NO                       | N/A                                 |
|--|--------------------------|--------------------------|-------------------------------------|
| 3. Did the respondent include an executed Mentor Protégé Agreement (per Section 2161.065 Government Code), registered with TPASS? Does the HUB subcontracting plan identify the area(s) of subcontracting the protégé will perform? (Submission of a protégé as a subcontractor constitutes a good faith effort for the particular area to be subcontracted with the protégé). | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

Comments: \_\_\_\_\_

- |   | YES                      | NO                       | N/A                                 |
|---|--------------------------|--------------------------|-------------------------------------|
| 4. Did the respondent provide written justification of the selection process if a non-HUB subcontractor was selected by a process other than by competitive bidding, or a HUB bid was the best value responsive bidder to a competitive bid invitation, but was not selected? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

Comments: \_\_\_\_\_

- |   | YES                      | NO                       | N/A                                 |
|---|--------------------------|--------------------------|-------------------------------------|
| 5. Did the respondent provide notice to minority or women trade organizations or development centers to assist in identifying HUBs by disseminating subcontracting opportunities to their membership/participants? Did the notice in all instances, include the scope of the work, specifications, and identify a contact person? Did Respondent provide notice to organizations or development centers no less than five (5) working days for construction contracts prior to submission of the response (bid, proposal, offer, or other applicable expression of interest)? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

Comments: \_\_\_\_\_



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# HUB Subcontracting Plan (HSP)

In accordance with Texas Gov't Code §2161.252, the contracting agency has determined that subcontracting opportunities are probable under this contract. Therefore, all respondents, including State of Texas certified Historically Underutilized Businesses (HUBs) must complete and submit this State of Texas HUB Subcontracting Plan (HSP) with their response to the bid requisition (solicitation).

**NOTE: Responses that do not include a completed HSP shall be rejected pursuant to Texas Gov't Code §2161.252(b).**

The HUB Program promotes equal business opportunities for economically disadvantaged persons to contract with the State of Texas in accordance with the goals specified in the 2009 State of Texas Disparity Study. The statewide HUB goals defined in 34 Texas Administrative Code (TAC) §20.284 are:

- **11.2 percent for heavy construction other than building contracts,**
- **21.1 percent for all building construction, including general contractors and operative builders' contracts,**
- **32.9 percent for all special trade construction contracts,**
- **23.7 percent for professional services contracts,**
- **26.0 percent for all other services contracts, and**
- **21.1 percent for commodities contracts.**

## - - Agency Special Instructions/Additional Requirements - -

*In accordance with 34 TAC §20.285(d)(1)(D)(iii), a respondent (prime contractor) may demonstrate good faith effort to utilize Texas certified HUBs for its subcontracting opportunities if the total value of the respondent's subcontracts with Texas certified HUBs meets or exceeds the statewide HUB goal or the agency specific HUB goal, whichever is higher. When a respondent uses this method to demonstrate good faith effort, the respondent must identify the HUBs with which it will subcontract. If using existing contracts with Texas certified HUBs to satisfy this requirement, only the aggregate percentage of the contracts expected to be subcontracted to HUBs with which the respondent does not have a continuous contract\* in place for more than five (5) years shall qualify for meeting the HUB goal. This limitation is designed to encourage vendor rotation as recommended by the 2009 Texas Disparity Study.*

## SECTION 1: RESPONDENT AND REQUISITION INFORMATION

- a. Respondent (Company) Name: EMR Elevator, Inc. State of Texas VID #: 75-2614033  
 Point of Contact: Janis Timms Phone #: 817-701-2400  
 E-mail Address: janis.timms@emrelevator.com Fax #: 817-701-2404
- b. Is your company a State of Texas certified HUB? ☒ - Yes ☐ - No
- c. Requisition #: RFP #303-9-00842 Bid Open Date: 5/1/2019  
 (mm/dd/yyyy)

Enter your company's name here: EMR Elevator, Inc.Requisition #: RFP #303-9-00842**SECTION 2: RESPONDENT'S SUBCONTRACTING INTENTIONS**

After dividing the contract work into reasonable lots or portions to the extent consistent with prudent industry practices, and taking into consideration the scope of work to be performed under the proposed contract, including all potential subcontracting opportunities, the respondent must determine what portions of work, including contracted staffing, goods and services will be subcontracted. Note: In accordance with 34 TAC §20.282, a "Subcontractor" means a person who contracts with a prime contractor to work, to supply commodities, or to contribute toward completing work for a governmental entity.

a. Check the appropriate box (Yes or No) that identifies your subcontracting intentions:

- ☐ - Yes, I will be subcontracting portions of the contract. (If Yes, complete Item b of this SECTION and continue to Item c of this SECTION.)
- ☒ - No, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources, including employees, goods and services. (If No, continue to SECTION 3 and SECTION 4.)

b. List all the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you <u>do not</u> have a continuous contract* in place for more than five (5) years.	Percentage of the contract expected to be subcontracted to HUBs with which you have a continuous contract* in place for more than five (5) years.	Percentage of the contract expected to be subcontracted to non-HUBs.
1		%	%	%
2		%	%	%
3		%	%	%
4		%	%	%
5		%	%	%
6		%	%	%
7		%	%	%
8		%	%	%
9		%	%	%
10		%	%	%
11		%	%	%
12		%	%	%
13		%	%	%
14		%	%	%
15		%	%	%
Aggregate percentages of the contract expected to be subcontracted:		%	%	%

(Note: If you have more than fifteen subcontracting opportunities, a continuation sheet is available online at <https://www.comptroller.texas.gov/purchasing/vendor/hub/forms.php>.)

c. Check the appropriate box (Yes or No) that indicates whether you will be using only Texas certified HUBs to perform all of the subcontracting opportunities you listed in SECTION 2, Item b.

- ☐ - Yes (If Yes, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed.)
- ☐ - No (If No, continue to Item d, of this SECTION.)

d. Check the appropriate box (Yes or No) that indicates whether the aggregate expected percentage of the contract you will subcontract with Texas certified HUBs with which you do not have a continuous contract\* in place with for more than five (5) years, meets or exceeds the HUB goal the contracting agency identified on page 1 in the "Agency Special Instructions/Additional Requirements."

- ☐ - Yes (If Yes, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed.)
- ☐ - No (If No, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed.)

**\*Continuous Contract:** Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.



Enter your company's name here: EMR Elevator, Inc.Requisition #: RFP #303-9-00842

**SECTION 3: SELF PERFORMING JUSTIFICATION** (If you responded "No" to SECTION 2, Item a, you must complete this SECTION and continue to SECTION 4.) If you responded "No" to SECTION 2, Item a, in the space provided below explain how your company will perform the entire contract with its own employees, supplies, materials and/or equipment.

EMR plans provide the required services for the entire TFC Contract per solicitation RFP No. 303-9-00842 with EMR's full time employees. The following is the plan of action for each performing employee under the TFC contractual agreement thereof.

EMR Elevator, Inc. is a registered contractor through TDLR for elevator maintenance, installation, alteration, testing and repairs.

**EMR Employees:** EMR plans to provide four full time technicians to perform the maintenance, repairs, testing and alterations needed at TFC throughout the entire contract. The technicians will work directly under the supervision of an EMR Supervisor who will monitor maintenance, elevator repair needs and carefully measure the beneficial usage of the contract and have direct contact with designated TFC contract administrators throughout the entire contract. The supervisor will report directly to the regional director for team support and issues. Quality Control and quarterly walk-throughs will be provided by EMR supervisor for designated elevators along with report of findings and lead time of repairs needed for all issues found. EMR safety director will provide safe practice audits within the field and training throughout the entire contract during specified and unspecified visits. EMR corporate operation service assistant will provide TFC monthly reports for all services provided throughout the contract. EMR offers training taught by a CET-S EMR instructor which includes classroom hours in conjunction with hours worked in the field which covering, safety, theory and equipment for the entire contract.

**Material and Equipment:** EMR Elevator has accounts with all the major vendors and 3rd party suppliers who we purchase our elevator equipment from. Since we are an independent elevator company we have the liberty to purchase parts for original equipment for cleaning supplies, diagnostic tools, elevator parts, complete elevator systems and assemblies for all elevators under current solicitation.

**Plan of Action:**

A: EMR Technicians: Provide maintenance, repairs, routine cleaning, adjustments and inspections.

B: EMR Supervisor: Provide direct communication for routes, planning, repair, service and team support.

C: EMR Regional Director: Provide Supervisor support for added team leads from other departments.

D: EMR Training Instructors to provide certified elevator technician training approved by NAEC.

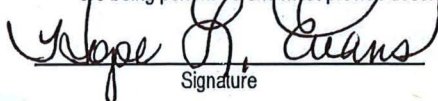
E: EMR Electronic ticket system with Location, Service, Time, Date, Description.

F: Suppliers: Sees, Adams, ECS, Vertical Express, Anvel, EECO Valve and Jacks, Elevator Controls, GAL, Hollister Whitney, Maxton Valves, Motion Control Elevators, MEI, Smartrise, Veritron Midwest, Virginia Controls, Garaventa, Portchlift, AC/DC Motors.

**SECTION 4: AFFIRMATION**

As evidenced by my signature below, I affirm that I am an authorized representative of the respondent listed in SECTION 1, and that the information and supporting documentation submitted with the HSP is true and correct. Respondent understands and agrees that, if awarded any portion of the requisition:

- The respondent will provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor for the awarded contract. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.
- The respondent must submit monthly compliance reports (Prime Contractor Progress Assessment Report – PAR) to the contracting agency, verifying its compliance with the HSP, including the use of and expenditures made to its subcontractors (HUBs and Non-HUBs). (The PAR is available at <https://www.comptroller.texas.gov/purchasing/docs/hub-forms/ProgressAssessmentReportForm.xls>).
- The respondent must seek approval from the contracting agency prior to making any modifications to its HSP, including the hiring of additional or different subcontractors and the termination of a subcontractor the respondent identified in its HSP. If the HSP is modified without the contracting agency's prior approval, respondent may be subject to any and all enforcement remedies available under the contract or otherwise available by law, up to and including debarment from all state contracting.
- The respondent must, upon request, allow the contracting agency to perform on-site reviews of the company's headquarters and/or work-site where services are being performed and must provide documentation regarding staffing and other resources.

  
Signature

Hope L. Evans

Printed Name

President

Title

4/25/2019

Date  
(mm/dd/yyyy)

**Reminder:**

- If you responded "Yes" to SECTION 2, Items c or d, you must complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed in SECTION 2, Item b.
- If you responded "No" SECTION 2, Items c and d, you must complete an "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed in SECTION 2, Item b.



# HUB Subcontracting Plan (HSP)

## QUICK CHECKLIST

While this HSP Quick Checklist is being provided to merely assist you in readily identifying the sections of the HSP form that you will need to complete, it is very important that you adhere to the instructions in the HSP form and instructions provided by the contracting agency.

- If you will be awarding all of the subcontracting work you have to offer under the contract to only Texas certified HUB vendors, complete:
  - ☐ Section 1 - Respondent and Requisition Information
  - ☐ Section 2 a. - Yes, I will be subcontracting portions of the contract.
  - ☐ Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors.
  - ☐ Section 2 c. - Yes
  - ☐ Section 4 - Affirmation
  - ☐ GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.
- If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you do not have a continuous contract\* in place for more than five (5) years meets or exceeds the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:
  - ☐ Section 1 - Respondent and Requisition Information
  - ☐ Section 2 a. - Yes, I will be subcontracting portions of the contract.
  - ☐ Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors.
  - ☐ Section 2 c. - No
  - ☐ Section 2 d. - Yes
  - ☐ Section 4 - Affirmation
  - ☐ GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.
- If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors or only to Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you do not have a continuous contract\* in place for more than five (5) years does not meet or exceed the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:
  - ☐ Section 1 - Respondent and Requisition Information
  - ☐ Section 2 a. - Yes, I will be subcontracting portions of the contract.
  - ☐ Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors.
  - ☐ Section 2 c. - No
  - ☐ Section 2 d. - No
  - ☐ Section 4 - Affirmation
  - ☐ GFE Method B (Attachment B) - Complete an Attachment B for each of the subcontracting opportunities you listed in Section 2 b.
- If you will not be subcontracting any portion of the contract and will be fulfilling the entire contract with your own resources (i.e., employees, supplies, materials and/or equipment), complete:
  - ☐ Section 1 - Respondent and Requisition Information
  - ☐ Section 2 a. - No, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources.
  - ☐ Section 3 - Self Performing Justification
  - ☐ Section 4 - Affirmation

**\*Continuous Contract:** Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service, to include under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.



TFC Contract No. 20-008-000  
EMR Elevator, Inc.  
RFP No. 303-9-00842

**EXHIBIT F-2**  
**HSP PROGRESS ASSESSMENT REPORT [FORM]**

Signature: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_